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Contents.

Cases Reported this Week.

CURRENT TOPICS.

From the Whitsun Vacation Notice, which we print elsewhere, it will be seen that Mathew, J., is to be the Vacation Judge, and that he will sit in chambers on Wednesday, the 27th inst., for the disposal of urgent Queen's Bench summonses.

We regret to learn that Mr. J. V. Longbourne, the Chancery Taxing Master, is seriously ill; but we believe there is not, as yet, any corroboration of the rumour that he has resigned his post.

There has been no little censure bestowed, both in the profession and in the political world, on the Lord Chancellor's recent exercise of his county court patronage; but we think that there can be no exception taken to his latest selection. Mr. L. Yate Lee, who has been appointed Judge of the Cheshire County Courts (Circuit No. 9), has had much experience of practice, and is specially familiar with the law of bankruptcy, which constitutes so important a part of the county court judge's work.

We print elsewhere a set of rules of the Supreme Court, the draft of which, published pursuant to the Rules Publication Act, 1893, we noticed recently. The effect of the change in ord. 42, r. 33A, is to enable the Public Prosecutor to obtain delivery of impounded documents without going through the formality of moving in open court. Hitherto this privilege has only been allowed to the Law Officers. The changes in order 57, which regulates interpleader, provide for the case where the sheriff has withdrawn from possession in consequence of the execution creditor admitting the claim of a claimant to the goods. Under the new rule—ord. 57, r. 16A—the sheriff in such a case may apply for an order protecting him from any action in respect of the seizure of the goods.

It is a subject of much satisfaction that the Chancellor of the Exchequer has announced his intention to comply with the application of the Council of the Incorporated Law Society for a grant in aid of the expenses thrown on the society by recent legislation. Of the reasonableness of the application there can be no question. The Legislature has imposed on the society, by the Solicitors Act, 1888, duties in connection with the Statutory Committee on Discipline which involve heavy outlay, and to meet these expenses the Council appear to have

originally proposed that the annual certificate fee payable to the society should be raised from 5s. to £1, and that a corresponding reduction should be made in the annual certificate duty. Subsequently, however, it would seem that the application was reduced to a request that the certificate fee should be raised from 5s. to 10s., with, we presume, a corresponding reduction in the certificate duty. Until the clause which the Chancellor of the Exchequer has undertaken to propose in Committee on the Finance Bill has appeared, we are unable to state the precise form which the grant in aid will take. It appears, however, to be not improbable that it will be a simple grant of a proportion of the certificate duty.

We are very glad that our correspondent "W. P.," whose letter we print elsewhere, has called attention to the great practical inconvenience likely to result from the decision in *Re Poppleton and Jones' Contract* (*ante*, p. 478). For the purpose of carrying out a deed of arrangement it is essential that the trustee under the deed should be able to deal with the property; but the result of the decision is to shew that he cannot do so in a case where the debtor has been adjudicated bankrupt, and to throw grave doubt on his power to do so even where such an adjudication has not taken place. In *Re Poppleton and Jones' Contract* there had been a deed of arrangement in pursuance of which the debtor had assigned all his property except tools and wearing apparel to a trustee, and more than three months appears to have elapsed after the assignment so that there was no chance of its being set aside as an act of bankruptcy, or as an unlawful preference under section 48 of the Bankruptcy Act, 1883. Subsequently to the three months the debtor was adjudicated bankrupt, and when the trustee under the deed of arrangement wished to sell he was met with the objection that no title could be made without the concurrence of the trustee in bankruptcy. But the trustee in bankruptcy is only concerned if he is in a position to attack the deed. As we have seen, he could not attack it under the Bankruptcy Act, 1883; but it was said that the deed might possibly have the effect of delaying creditors, and so be assailable under the statute 13 Eliz. c. 5. In point of fact there was no evidence of anything of the kind, and North, J., observed that the deed was made in the interest of creditors, and, in his opinion, could not be upset; but, on the ground that the trustee in bankruptcy might hereafter discover fresh evidence, he declined to force the title on the purchaser. The result will be very much the same where no adjudication has taken place at the time of sale. It is true that the purchaser would have the benefit of the proviso in 13 Eliz. c. 5 in favour of *bonâ fide* purchasers without notice of fraud, but under the circumstances he would not be safe in relying upon this. In the event of a subsequent bankruptcy the failure to have obtained the concurrence of the trustee in bankruptcy would be a blot on his title. Surely the mere possibility of evidence of an intent to defeat creditors being discovered hereafter, when all the circumstances of the case rendered such discovery extremely improbable, should not have been allowed to invalidate the title of the trustee under the deed.

Cases in which the validity of bye-laws made by local authorities are called in question have very frequently occupied the attention of the courts within the last few weeks. In our last issue (*ante*, p. 473) comments were made upon the effect of the case of *Burnett* v. *Berry*, touching the question of the power to make bye-laws creating a new offence. Since that case was decided a further decision has been given as to the power of a county council to impose a penalty upon street betting by means of a bye-law for good rule and government made under section 23 of the Municipal Corporations Act, 1882 (*Godwin* v. *Walker*, *ante*, p. 481). In that case the court declined to construe the bye-law in such a way as to make it an unreasonable prohibition, a reasonable construction of the language being possible. A still more important decision is that of the Lord Chief Justice and Wright, J., in *Walker* v. *Stretton* (*ante*, p. 480), a case which, like *Godwin* v. *Walker*, arose upon a byelaw for good rule and government made by the Warwickshire County Council. The bye-law required persons driving or having charge of vehicles during the hours from sunset to 2 a.m., except between the rising and setting of the moon, to carry lighted lamps attached to their vehicles so as to shew light in the direction in which such persons were proceeding. The court differed from the magistrate, and held that the bye-law must be taken to apply only to persons driving in public places, and that, so restricted, it did not go beyond what was reasonable. In reading into the bye-law words restricting its application to driving in public places, and so making it reasonable, the court seems to have done what Lindley and Kay, L.JJ., declined to do in *Strickland* v. *Hayes* (44 W. R. 398; 1896, 1 Q. B. 290). But the Lord Chief Justice went further, and laid down a general rule for the guidance of tribunals in deciding these questions of the validity of bye-laws. The courts are, in his opinion, bound to support the bye-laws of local authorities as far as possible, unless it can be clearly shewn that they have been made without jurisdiction or are obviously unreasonable; they ought not willingly to pick holes in rules which dealt with local matters and local requirements, which the local authorities were often better able to judge of than the courts. And, he added, obscure bye-laws are not to be construed with greater strictness than the obscure enactments of the Legislature; the courts should strive to construe a bye-law so as to give reasonable effect to it. It is clear from this, as from other recent decisions, that the prevailing current of judicial opinion sets in favour of supporting local legislation. But it is none the less incumbent upon the local authorities to keep within their powers in framing bye-laws, and to endeavour to frame them with such clearness that no doubt can arise as to their scope and intent, so that, as the Lord Chief Justice expressed it, "he who runs may read."

No one who has seen anything of its working can doubt that the Sale of Food and Drugs Act, 1875, though it has many defects, has been on the whole beneficial to the public. In the case, however, of *Spiers & Pond (Limited)* v. *Bennett* (*ante*, p. 479), an attempt was made to uphold a conviction which, if allowed to stand, would have been not only an abuse of a useful Act, but an absolute veto on the sale of milk by the glass. The conviction was under section 9, for selling a glass of milk from which the cream had been abstracted to the extent of 17 per cent. Under some of the sections of the Act there can be no conviction unless a guilty intention be proved; but under section 9 a person may be convicted and fined who sells an article of food from which any part has been abstracted so as to injuriously affect its quality "without making disclosure of the alteration," even although he has no knowledge of any defect in such article (*Pain* v. *Boughtwood*, 38 W. R. 428; 24 Q. B. D. 353). A certain amount of protection is given to honest retailers by section 25, which provides that it shall be a defence in any prosecution under the Act if the defendant can shew that he bought the article in question with a written warranty as to its quality, that he had no reason at the time of sale to believe it was not in accordance with such warranty, and "that he sold it in the same state as when he purchased it." With regard to milk, however, it is very difficult for the retailer, even when he has got a warranty of purity from the wholesale dealer, to shew that he sold it in the same state as when he purchased it, as milk is so very liable to changes from internal causes. It seems to be the custom when milk is sold in small quantities to pour the milk when delivered into a churn in the shop, and use it as required, either by drawing it off from the bottom by a tap or by lading it out from the top. Then, as the cream rises, it is obvious that early customers in the first case, and late customers in the second case, will get less than their fair share of the cream, unless steps are taken to keep the milk and cream properly mixed. This state of things was brought to the notice of the High Court in *Dyke* v. *Gower* (1892, 1 Q. B. 220). The retailer of milk, therefore, is not safe in trusting to a warranty from the dairy company or wholesale dealer, and in order to protect himself is thrown back on the provisions of section 9 itself, which imposes a penalty only upon the person who sells the altered article "without making disclosure of the alteration." In the case in question it will be seen from the full statement of the facts (*ante*, p. 479) that Messrs. Spiers & Pond seem to have done

everything possible to secure the purity of the milk and their own safety from penalty. They used an apparatus called a "dasher" to keep the milk and cream well mixed; they sold under a warranty from the dairy company which supplied the milk; and on the tumbler in which the milk in question was sold was inscribed in blue letters the words "not guaranteed as new or pure milk, or with all its cream: see notices." There was also a printed notice on the counter to the effect that Messrs. SPIERS & POND purchased under a warranty, took all possible precautions to secure purity, but were unable to guarantee the milk to be either new, pure, or with all its cream, and did not sell it as such. It was argued on behalf of the prosecution, and decided by the magistrate, that these two notices were not a sufficient "disclosure of the alteration," as they did not reveal what the actual alteration was, but merely constituted a refusal to guarantee the quality of the milk. This view the High Court refused to adopt, and quashed the conviction, holding that the notices did make a sufficient "disclosure" within the spirit of the Act. Any other result would have been most unfortunate; for, if the conviction had been affirmed, restaurant keepers could have secured themselves from liability to prosecution and punishment only by ceasing to sell glasses of milk at their counters.

"IN ACTIONS for injuries to land the measure of damages is the diminished value of the property or of the plaintiff's interest in it, and not the sum which it would take to restore it to its original state" (Mayne on Damages, 5th ed., p. 430), or in other words, "All that he is entitled to is to be compensated for the damage he has actually sustained," *per* Lord ABINGER, C.B. (8 M. & W., p. 146). But, on the principle that a wrongdoer shall not make a profit out of his own wrong, the value of the land for the purposes for which it was actually used by the wrongdoer has been taken into consideration in some cases where the wrongdoer has derived material benefit from his acts. Thus in *Martin* v. *Porter* (5 M. & W. 351) PARKE, B., at *nisi prius* directed the jury that the plaintiff was entitled to compensation for the defendant passing through the plaintiff's seam of coal with coals gotten from the defendant's own mines, and ought to be paid as for a way-leave (p. 352). The actual damage sustained by the plaintiff by reason of the wrongful use of the underground way would have been trifling; but the principle acted upon was that the plaintiff was entitled to be compensated upon the footing of a grant of a way-leave at a reasonable rent. In *Whitwham* v. *Westminster Brymbo Coal and Coke Co.* (reported in this week's WEEKLY REPORTER), where the defendants, who were colliery owners, had committed a trespass upon land by tipping or depositing spoil upon the land, CHITTY, J., had to consider whether damages ought to be awarded on the basis of the ordinary rule or on the principle of *Martin* v. *Porter*. The case was not one of wilful trespass, the defendants claiming title to the land by virtue of an alleged agreement, but failing to establish their claim at the trial. But in *Jegon* v. *Vivian* (19 W. R. 365, L. R. 6 Ch. 742) the defendants, who were "innocent trespassers" on the plaintiffs' coal mines had none the less to pay compensation on the footing of a way-leave for the passage of coal through the plaintiffs' mines. One distinction there clearly is between the way-leave cases and a case of tipping—that the use of the way for the passage of coal is underground and may be surreptitious, whereas in a case of tipping the user is on the surface and open. But the learned judge thought that the distinction made no substantial difference, and held that the damages must be estimated on the principle of the way-leave cases. The true distinction appears to be between a trespass that is a purely destructive act and one that is beneficial to the wrongdoer, because the benefit imports the application to the circumstances of the principle of public policy that no wrongdoer shall make a profit out of his own wrong.

THE CANADIAN Liquor Law case, in which the Privy Council delivered judgment last Saturday, is a good example of the kind of questions that may arise under a system of federal government. The British North America Act, 1867, which is the Canadian Act of Union, provides, by sections 91 and 92, for the distribution of legislative power between the Dominion Parliament and the legislatures of various provinces. Section 91 enables the Dominion Parliament generally to make laws for the peace, order, and good government of Canada, in relation to all matters not exclusively assigned to the provincial legislatures, and it also gives a list of specific subjects with which the Dominion Parliament is to deal. This includes "the regulation of trade and commerce." For greater clearness it is expressly enacted that matters coming within this list are not to be deemed to be included in the matters specially assigned to the provincial legislatures. The list of the latter subjects is contained in section 92, and it includes "property and civil rights in the province." For many years the province of Ontario has had a system of local option, under which any county or town may prohibit absolutely the sale of intoxicating liquors by retail, though people may obtain consignments of a dozen bottles or five gallons provided they are in the identical packages in which they come from the manufacturer or importer. In 1886 the Dominion Parliament by the Canada Temperance Act of that year purported to put an end to this system, and it enacted a system for the whole of Canada under which places desiring prohibition of the liquor traffic might, on petition to the Governor signed by a quarter of the voters and supported on a subsequent poll by more than half the votes, obtain an Order in Council accordingly, but the prohibition thus put in force is absolute, and forbids altogether the sale of intoxicating liquors save for sacramental or medical purposes, or for use in some art, trade, or manufacture. The result was that Ontario, preferring her own system, revived it by an Act of 1890, and on the validity of this Act the Privy Council has had to decide.

THE JUDGMENT, which was delivered by Lord WATSON, clears the way by disposing of the contention that a prohibitory liquor law is a law for the regulation of trade or commerce. It has been recently decided by the same tribunal in *City of Toronto* v. *Virgo* (1896, A. C. 88) that a power to make a bye law for regulating and governing a trade does not authorize its prohibition. "There is a marked distinction," it was observed, "to be drawn between the prohibition or prevention of a trade and the regulation or governance of it; and indeed a power to regulate and govern seems to imply the continued existence of that which is to be regulated or governed." Thus prohibitory liquor laws are not within the list of subjects specifically assigned to the Dominion Parliament. The importance of this conclusion lies in the fact that, had they been so included, they would, under the provision above referred to, be excluded from the subjects assigned to the provincial legislatures. On the other hand, in *Russell* v. *The Queen* (7 App. Cas. 829), a case which arose upon the validity of the earlier Canada Temperance Act of 1878, it was held that the Act related to peace, order, and good goverment, and so was within the competence of the Dominion Parliament under the general provision of section 91. Following this decision, it is now held that the Act of 1886 was also within the competence of the same Legislature. From this point, however, the judgment is not so easy to follow. *Russell* v. *The Queen* was further decided on the ground that the Temperance Act of 1878 did not affect "property and civil rights" so as to fall within section 92; but the Privy Council now, without apparently noticing the divergence, hold that a prohibitory liquor law does fall within the category, and so is within the competence of a provincial Legislature. At first sight it would seem that it is thereby excluded from the jurisdiction of the Dominion Parliament under the general provisions of section 91, but apparently the exclusion does not apply to laws made for the whole Dominion, and hence the result is that each Act, the Canada Temperance Act of 1886 and the Ontario Act of 1890, is in its own sphere valid. When they come into conflict the former Act prevails and the latter becomes of no effect; but since they do not come into force in any particular place in Ontario until specifically adopted, there is still room for each. Any place can adopt the Ontario Act if it chooses, and since the Canada Act is not in operation, the field is clear for the Ontario Act to take effect. But if the ame place went on the adopt the Canada Act, the provincial Act would at once be overborne. The whole case presents a very pretty problem in legislation under a federal system.

SEVERANCE OF CONTRACTS IN RESTRAINT OF TRADE.

The general principles governing the validity of covenants in restraint of trade are now well understood, but the recent decision of the Court of Appeal in *Dubowski* v. *Goldstein* (44 W. R. 436) may usefully be referred to as illustrating the rule that such covenants are severable, and accordingly they may be enforced in part although they are not valid to the full extent to which they purport to go. The fundamental principle is that the covenant must be reasonable. *Primâ facie* every covenant in restraint of trade is against public policy, and therefore bad; but public policy yields to the convenience of individuals, and the covenant will be supported if it is reasonably necessary for the protection of the covenantee. Formerly it was a further condition of validity that the covenant should not be in general restraint of trade, that is, that it should not be wholly unlimited as to space, whether limited as to time or not, for "a limit in time does not by itself convert a general restraint into a partial one" (*per* Bowen, L.J., *Maxim-Nordenfeldt Co.* v. *Nordenfeldt*, 41 W. R. p. 611; 1893, 1 Ch. 630). But the House of Lords, in the case just cited (1894, A. C. 535), abolished this as an independent rule, and held that the test of general or partial restraint was included in the more general test of reasonableness. A covenant even in general restraint of trade is valid, provided it satisfies the test that it is not more than is reasonably necessary for the protection of the covenantee.

But when a covenant fails to satisfy this test, and so, if taken to its full extent, is incapable of being enforced, it may still be possible to sever it into two parts, one of which is no more than is reasonable, and in that case it can be partially enforced. This principle has been applied in aid of covenants which are excessive in space. In *Price* v. *Green* (16 M. & W. 346) the defendant had entered into a covenant not to carry on the trade of a perfumer within the cities of London or Westminster, or within 600 miles of the same, and it was held by the Exchequer Chamber that the restriction was reasonable as regarded London and Westminster and to that extent could be enforced, but that it was unreasonable as to the 600 miles, and could not be enforced.

Upon the same principle the covenant should be severable when it is excessive in other respects, and there are decisions to this effect. In *Nicholls* v. *Stretton* (10 Q. B. 346) the plaintiff, who was a solicitor, took the defendant as an articled clerk for five years, and the defendant covenanted that he would not during the said term of five years, nor at any time after, interfere or be concerned as attorney or otherwise for any person who had already been, or who should from time to time thereafter become or be, the client of the plaintiff or of any person to whom he might assign his business. The plaintiff brought an action on the covenant, assigning breaches in respect of persons who had been his clients before and at the time of the making of the deed, and also of persons who had been his clients while the defendant continued under the articles. The covenant, it will be observed, went further than this, and purported to bind the defendant not to act even for persons who became clients of the plaintiff after the termination of the articles. It was held, however, that the part of the covenant in respect of which the breaches were assigned might be severed from the rest, and that, since to this extent the covenant did not operate unduly in restraint of trade, the action could be maintained. The judgment of the Court of Queen's Bench is very short, consisting of three lines only, and the result was based on the authority of *Price* v. *Green* (*supra*).

The matter was considered by North, J., a few years ago in *Baines* v. *Geary* (35 Ch. D. 154). There the defendant in 1885, upon entering into the service of the plaintiff Baines as milk carrier and general servant, agreed that he would not, either during such service or afterwards, serve with milk or any other dairy produce any of the customers belonging at any time to the plaintiff or his assigns. Baines at that time carried on business as a dairy proprietor at Twickenham. In March, 1887, the defendant left his service, and, starting in a similar business at Twickenham on his own account, commenced to solicit the customers of Baines' business. About the same time Baines' business changed hands, and the new proprietor was joined as co-plaintiff. It was objected that, since the covenant extended to persons who might become customers of the business after the defendant had left his service, it was unreasonable, and therefore void; but North, J., upon the authority of *Nicholls* v. *Stretton* (*supra*), held that it was separable, and was at any rate good so far as it restrained the defendant from serving persons who were customers of Baines' business during the time of the defendant's connection with it, and an injunction, limited accordingly, was granted.

But the application of this principle assumes that the covenant is one which is capable of being severed into parts. "The general rule," said Willes, J., in *Pickering* v. *Ilfracombe Railway Co.* (L. R. 3 C. P., p. 250), "is that where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void, but where you can sever them, whether the illegality be created by statute or by the common law, you may reject the bad part and retain the good." And in applying this principle to covenants in restraint of trade it seems that it must appear either from the covenant itself or from the attendant circumstances what are the marks of severance. In the absence of such indications the court will not decide for itself how far the covenant is reasonable, and enforce it exactly to that extent and no further. In *Baker* v. *Hedgecock* (36 W. R. 840, 39 Ch. D. 520) the defendant, on entering the service of the plaintiff, a tailor, for a term of three years, agreed not to be interested in any business whatsoever within a mile of the plaintiff's business during the continuance of the term or for two years afterwards. Chitty, J., held that the covenant was too wide, and that it was not capable of being severed. In *Price* v. *Green*, he pointed out, the covenant referred separately to London and Westminster, and to places within a distance of 600 miles, and might therefore be upheld as to the two places named, though void as to the 600 miles. But if the covenant were against the carrying on of a business in any part of the whole world, the court would not, he continued, ascertain what limit was reasonable, and uphold the covenant to that extent. The application of this principle, however, to *Baker* v. *Hedgecock* is not altogether clear, for the fact that the covenant related primarily to the business of a tailor, gave the court an intimation how it might be severed, and there does not seem to be any more definite intimation in *Nicholls* v. *Stretton* and *Baines* v. *Geary*. Covenants relating to persons who at any time became customers of the business were there severed into covenants relating (1) to customers secured during the continuance of the engagement, and (2) to those secured afterwards; but this severance was the result, not of any express words in the covenants, but of a consideration of their effect under the actual circumstances. So a consideration of the effect of the covenant in *Baker* v. *Hedgecock* might have shewed that its application to the business of a tailor could be treated as separate from its application to businesses in general.

In *Dubowski* v. *Goldstein* (*supra*) the circumstances were similar to those in *Baines* v. *Geary*. The plaintiff was a dairyman carrying on his business at several shops in the locality of St. George's-in-the-East. By an agreement dated in May, 1892, the defendant agreed to serve him as a milk carrier and general servant, and the agreement contained a covenant that the defendant would not, during the continuance of his service or at any time after, deal with or solicit any of the customers who should at any time belong to the plaintiff or his assigns. It was objected that the covenant was too wide, since it was unlimited as to the place in which the plaintiff's business might be carried on, and since also it prevented the defendant from serving any person who might at any future time become a customer of the plaintiff. As to the first point it was held by the Court of Appeal that the covenant must be construed as referring only to the business carried on in St. George's-in-the-East, and would not fetter the defendant in the event of the plaintiff commencing a new business elsewhere. And as to the customers it was held that they might be separated into two classes, those who were customers during the continuance of the defendant's employment, and those who became customers afterwards. Hence, the covenant was good and was enforceable as to the first class of customers, although it might be bad as to the other. Since the plaintiff did not press for an injunction to the full extent of the covenant, this was sufficient for the decision of the case, and the

principle of *Baines* v. *Geary* was thus affirmed. The Court of Appeal seem to have considered, however, that the covenant taken in its entirety was not wider than was necessary for the protection of the plaintiff, and that it was valid, therefore, without any severance.

THE AUTHORITY OF MANAGING PARTNERS.

A RECENT case in the Court of Appeal has been concerned with what is not infrequently a rather nice point of mixed law and fact—viz., the implied authority given to a managing partner to pledge his firm to some liability or to some course of action. The case in question was *Tomlinson* v. *Broadsmith* (*ante*, p. 319; 1896, 1 Q. B. 386). There A., B., and C. had carried on business in such a manner as to constitute themselves partners. In the course of the business A., who acted as managing partner, ordered certain commodities for partnership purposes. An action was started by the vendors of the goods to recover their price, and A. thereupon authorized a firm of solicitors to defend the action, and appearances were accordingly entered by them in accordance with ord. 48a, r. 5, which provides that persons sued as partners in the firm's name shall appear individually in their own names. This was done without the knowledge of B. or C. Subsequently judgment was entered against the firm, and execution was levied upon B. The latter, having paid out the execution, sued the solicitors on the ground that they could not legally enter an appearance for him without his authority, and also charging them with negligence for omitting to apprise him with the result of the action, whereby his goods were seized and his credit damaged. The question turned, therefore, on the *quantum* of authority reposed in a managing partner in respect of employing a solicitor for the purpose of defending an action. Lord ESHER, M.R., LOPES, and RIGBY, L.JJ., concurred in holding that the managing partner was competent to do as he had done, although it might not unfairly be argued that it was no part of the business of a commercial firm to conduct litigation. They further agreed that the solicitors acted quite within their rights in informing the managing partner alone of the result of the proceedings, leaving it to him to communicate with his co-partners.

Although the answer to the question whether a managing partner has, under given circumstances, carried on the business of the firm in such a way as to bind all members of the firm depends primarily upon whether or no he has simply conducted it in the manner usual in businesses of a like nature, it is not by any means so clear in practice as to on which side of the line the managing partner's acts are to be deemed to fall. Many distinctions arise owing to the varying practices and necessities of different pursuits, with the result that what is binding upon a firm in one branch of life is not necessarily binding in another. Thus bankers and traders generally, who have constantly to deal with bills, could not carry on their business were it necessary to have the signature of every partner when accepting or indorsing such negotiable instruments; but the rule is otherwise in the case of solicitors. This is illustrated in *Garland* v. *Jacomb* (L. R. 8 Ex. 216), where one of a firm of solicitors drew and indorsed a bill in the partnership name. The transaction was in respect of a private matter of business, and no authority had been accorded for the purpose of pledging the firm under such circumstances. BLACKBURN, J., in delivering the judgment of seven judges, held that "the business of attorneys is not such as to render it either necessary or usual to draw or indorse bills, and therefore a member of a firm of attorneys has not, as such, authority to bind his firm either by drawing or indorsing bills." The same view may be gleaned from *Hedley* v. *Bainbridge* (3 Q. B. 316). Lord DENMAN, C.J., said: "Partners in trade have authority, as regards third persons, to bind the firm by bills of exchange, for it is the usual course of mercantile transactions so to do. . . . . But the same reason does not apply to other partnerships. There is no custom or usage that attorneys should be parties to negotiable instruments, nor is it necessary for the purposes of their business."

In the same way a managing partner of a mercantile firm may borrow money to meet the necessities of commerce and pledge the partnership property as security, even if to obtain the loan he has to accept exceptionally onerous terms. It is an essential point, however, that the business must be of such a nature as to make this power a necessity for its transaction. A case pointing to the above conclusion as regards a general agent may be cited in *Montaignac* v. *Shitta* (15 A. C. 357), where £6,000 had been borrowed at a rate of interest of almost 30 per cent. In Lindley on Partnership (6th ed., p. 144) it is conceived that the rule thus applied to an agent is also applicable to a partner. Solicitors, on the other hand, are not capable of being bound by any borrowing transactions of a single partner unless the act be expressly authorized or ratified. *Plumer* v. *Gregory* (L. R. 18 Eq. 621) illustrates this. There a sum of £1,700 had been handed to one member of a firm on certain representations being made. This money was fraudulently spent by him. MALINS, V.C., held that this transaction was not part of the work of the firm as solicitors, and consequently the receipt of it by one partner did not render the other partners liable.

Where no questions of tort or fraud enter in, a partner may also bind his firm in rendering an account, by drawing cheques not post-dated, by contracts made in the ordinary course of business, by accepting payment of a debt due to the firm, by giving a receipt for it, by insuring partnership property, and in certain judicial proceedings. Thus he may sue in his own name and those of his co-partners *without* their consent, and even *against* their consent so long as he indemnifies them against the costs (*Whitehead* v. *Hughes*, 2 Cr. & M. 318). A partner may also defend, as we have seen, without or against the consent of his colleagues, provided in the latter alternative he indemnify them against the consequences. On the other hand, he may not stay proceedings or consent to a reference to arbitration (*Hatton* v. *Royle*, 3 H. & N. 500), inasmuch as such a course of action is outside of the province of ordinary business transactions. In that case two partners, A. and B., dissolved partnership, A. being empowered to receive payment of the debts due. With this object in view he instituted proceedings in his own name and that of B. against a partnership debtor. With the consent of the judge, the action was referred to arbitration, but it was subsequently held that the submission was not binding on B.

Generally speaking, no partner can, unless authorized by deed or by the co-partner's presence, pledge his firm by executing a deed. *Steiglitz* v. *Egginton* (Holt 141) illustrates this. There A. and B., partners, had a dispute with C. and D., also partners, and agreed to submit the question to an arbitrator. The agreement was under seal, and was executed by an agent in his own name acting under a power of attorney on behalf of A. and B. It was executed on behalf of C. and D. by C. alone "for self and partner." An objection was raised to this execution, and GIBBS, C.J., decided that "the authority to execute must be by deed. If one partner, who does not execute, acknowledge that he gave an authority, I must presume that it was a legal authority, and that must be under seal and produced. One man cannot authorize another to execute a deed for him but by deed. No subsequent acknowledgment will do." The same principle is enunciated in *Harrison* v. *Jackson* (7 T. R. 207) by Lord KENYON; he there explains that were it otherwise one partner might favour a creditor by giving him a lien upon his colleague's property. *Dudgeon* v. *O'Connell* (12 Ir. Eq. 566) reveals circumstances in which the rule is not applicable. There a joint stock banking company, through the execution of a partner unauthorized *ad hoc*, were held bound by a trust deed for the benefit of themselves among other creditors of a merchant to whom they had made advances. BRADY, L.C., held that to declare the bank free from the deed would be to sap the foundations of commerce. "It would be to say that no one can ever safely become a party to a deed of arrangement to which a bank is party, or join in a composition in which a bank is concerned." The reason for this apparent exception is that a partner has authority to release the whole debt when not defrauding the firm, and so, *a fortiori*, he can forego a portion of it by means of a composition.

The question how far a partner can effectually bind his firm by guaranteeing some payment is not quite clear, but on the

authority of *Brettel* v. *Williams* (4 Ex. 623) and other cases cited in Lindley on Partnership (p. 150), it may be inferred that such a course of action is not generally binding, on the ground that it is no part of a firm's business to guarantee the conduct of other people.

The answer to the question whether certain acts done by a partner are binding upon his co-partners depends upon whether it is essential or usual in the particular business. Let us briefly glance at what have been held to be binding and not binding in the case of solicitors. Instances are set out at length in White on Solicitors (p. 224). The firm is liable if a partner lends a client's trust money improperly, wrongfully brings an action, delivers an abstract without notice of incumbrances, suppresses counsel's opinion and advises a client to pursue a different course, retains a solicitor to recover a debt due to the firm, retains money due to a client or money from a client in settlement of his affairs, fraudulently deals with a deposit on sale, or where money is handed for one purpose to a partner and is used for another.

On the other hand, unless the firm ratifies the act or gives special authority, a firm of solicitors is not liable where one partner draws a bill or promissory note, or a post-dated cheque, or misuses moneys received by him in a capacity other than that of a solicitor. Nor are they liable should a partner misuse money entrusted by a client for investment in any security he may find without further communication, nor yet for bonds deposited with one partner without the other's knowledge, nor yet for frauds of a partner who is a mortgagor. The same exemption applies where a partner undertakes to pay a debt and costs due from a client, or where one partner instructs a solicitor to appear nad confess judgment for another partner.

The above is a short *résumé* of the authority resting in managing partners; it is extensive, and rightly so, if commercial transactions are not to be trammelled by intricacies of detail. A partner stands in a dual capacity to his co-partners, he is at once their agent and their co-principal; and as such his powers must be unfettered, except in so far as their unlimited freedom would open the door to gross frauds on his colleagues or the public.

LEGISLATION IN PROGRESS.

COMPANY LAW.—The Select Committee of the House of Lords on the Companies Bill has been constituted as follows: The Lord CHANCELLOR, the EARL of LEVEN and MELVILLE, the Earl of DUDLEY, the Earl of KIMBERLEY, Lord BELPER, Lord HILLINGDON, Lord MACNAGHTEN, Lord MONCKTON, Lord FARRER, Lord DAVEY, Lord JAMES Lord ALDENHAM, and Lord WOLVERTON.

LAW OF DIVORCE.—The object of the Law of Divorce Amendment Bill, as stated in the prefatory memorandum, is to prevent the churches and chapels of the Church of England from being used for the solemnization of the marriage of any person who has been divorced on the ground of his or her adultery, or graver offence of the like kind, and to invalidate such marriages where both parties have knowingly procured the marriage to be solemnized in a church or chapel of the Church of England. The Matrimonial Causes Act, 1857, by section 57, expressly declares that it shall be lawful for divorced persons to marry again as if the prior marriage had been dissolved by death, provided however that no clergyman of the Church of England is to be compelled to solemnize the new marriage or to be liable to any suit or penalty for refusing to do so. But section 58 requires the clergyman so refusing to permit the performance of the marriage in his church, if the parties are legally entitled to be married there, by any other clergyman. The Bill proposes to repeal the proviso to section 57 and the whole of section 58, and to enact instead as follows: "No marriage of any person whose former marriage shall have been dissolved on the ground of his or her adultery or crime, and whose former husband or wife, as the case may be, is living, shall be solemnized in any church or chapel of the Church of England, and any marriage solemnized contrary to the provisions of this Act with the knowledge of both the parties thereto shall be void." The Bill, which has been introduced by Lord HALIFAX, has been read a second time in the House of Lords.

ADMINISTRATION OF ESTATES.—A Bill under the title of the Administration of Estates (Consolidation) Bill has been introduced by the Lord Chancellor, and has been read a second time in the House of Lords. The object of the Bill is to consolidate the enactments relating to the administration of the estates of deceased persons. The Bill, which consists of forty clauses, is arranged under six headings—namely, executorship; intestacy and grant of administration; duties, rights, and liabilities of personal representatives; payment of debts; distribution of estate; and supplemental. Some of the enactments in question are of considerable antiquity. Thus, for the rule that an executor of an executor represents the original testator we have to go back to 25 Edw. 3, st. 5, c. 5. The Bill appears to be identical with that introduced last year, and we then gave a detailed account of the statutes which it affected (39 SOLICITORS' JOURNAL, 554).

LAW OF LARCENY.—The Larceny Bill, which also, in a somewhat different form, has been before the House of Lords previously, has been introduced by the Lord Chancellor and read a second time. Its object is to remove the anomaly that the receiving of stolen property is no crime when the property has been stolen outside this country. The Bill proposes to make such an act a crime punishable with penal servitude for any term not less than three years and not more than seven years, or to imprisonment for a term not exceeding two years with or without hard labour. There is a sub-clause defining in what circumstances the offence is to be a felony or a misdemeanour, but in its present form it does not seem to be intelligible, and it will require redrafting.

BILLS ADVANCED.—The Land Charges Bill, the Stannaries Bill, and the Parliamentary Costs Bill have each been read a second time in the House of Lords; and the Short Titles Bill has passed through Committee in the same House.

REVIEWS.

PUBLIC HEALTH.

LUMLEY'S PUBLIC HEALTH. THE PUBLIC HEALTH ACTS, ANNOTATED WITH APPENDICES CONTAINING THE VARIOUS INCORPORATED STATUTES AND ORDERS OF THE LOCAL GOVERNMENT BOARD. Fifth Edition. In two volumes. By ALEXANDER MACMORRAN, M.A., one of her Majesty's counsel, and S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The editors of Lumley's Public Health have had no easy task before them in preparing a new edition of this standard work on the Public Health Acts. The fourth edition is little more than three years old; but during that interval the Legislature has been active in passing important measures relating to public health and local government generally, and the courts have made large additions to the mass of case-law bearing upon the subject. Of the new Acts, the most important are the Public Authorities Protection Act, 1893, the Housing of the Working Classes Act, 1894, and the Local Government Act, 1894, which last Act entirely alters the method of election of sanitary authorities and the qualifications of their members, besides conferring new powers and imposing new duties upon those bodies. These Acts, so far as they affect sanitary authorities, all find their place in the body of the new edition, and many other recent enactments relating to the subject in hand are set out in the appendices. The notes, and in particular the references to cases have been brought thoroughly up to date; and the addenda contain cases decided while the work was going through the press, up to a very few weeks of the date of publication. It was inevitable that the size of the work should be increased, and the editors have chosen the best possible method of enlarging the new edition. Two volumes have been substituted for one, and—most important of all—each volume contains a complete index to the whole work, a footnote to the pages of the index shewing in which volume any particular page will be found. The practical difficulties attending the use of two large volumes of the same work are thus reduced to a minimum.

The first volume contains the Public Health Act, 1875, which forms the basis of our sanitary law so far as the provinces are concerned, and the Acts amending it. All these are fully annotated; repealed sections are retained for comparison with new enactments, but are printed in italics. The notes to the Local Government Act, 1894, are to a large extent a reprint of the notes to Macmorran and Dill's edition of that Act, but recent decisions have been added. The second volume contains an appendix of the statutes either incorporated with the Public Health Acts or bearing upon the law of public health less directly than the Acts set out in the first volume. A second appendix comprises the more important orders of the Local Government Board as to public health and kindred matters. These orders are often of great service to the practitioner; the usual difficulty is to find them readily. In the present edition they have been arranged under general titles in alphabetical sequence, and a list of them (also alphabetical) is given in the contents at the beginning of the second volume. The editors have thus made it easy to find the orders relating to any particular subject, and have made their collection of orders of great practical utility. Whether orders which are of a transitory nature (such as those relating to the elections of district councillors in the present year) ought to have been inserted is questionable, but as spent orders are not infrequently incorporated

by reference in subsequent orders it is probably safer to include them. Altogether the new edition will be invaluable and indispensable to all concerned in the interpretation or administration of that most complicated part of our law—the law of public health and local government.

BOOKS RECEIVED.

Law Magazine and Review. A Quarterly Review of Jurisprudence and Quarterly Digest of all Reported Cases. Edited by Sir G. SHERSTON BAKER, Bart. May, 1896. Stevens & Haynes.

CORRESPONDENCE.

THE LONG VACATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The object of the motion discussed on the 24th ult. was to make it possible to carry on the preliminary stages of litigation throughout the year. The opponents of this reform complained (1) that we were really aiming at abolition of the vacation, (2) that under a proposed alteration of the present system the future substitute for pleadings will become so important that leading counsel will be needed for their preparation.

(1) Was a fair move. If we had proposed curtailment, they would have said, Why not ask for what the council and society have already recommended, "leave to deliver pleadings and carry on interlocutory proceedings." It is a mode of fighting which often succeeds for a time.

(2) As to the pleadings, the letter of a "Member of the Council" states that the rule sought to be annulled has "little practical bearing" on cases where the pleadings are prepared by solicitors. Such pleadings, of course, cannot be delivered nor the actions pressed on in the Long Vacation, and if your correspondent will remind himself of this he will see that he has given himself away as to "the vast proportion" of the actions in the Queen's Bench Division.

As to the more important cases he refers to in the Queen's Bench Division and in the Chancery Division, I join issue as to the necessity for seeing leading counsel in more than a very small percentage—an infinitesimal percentage—of such cases, and in such very special cases as those would be there would be no doubt of or difficulty in obtaining time over the vacation until these great men return.

The suggestion of delivering pleadings with a view to amending afterwards, came from the council side of the table, and it is difficult to believe it was seriously made in the sense in which it was put forward.

This question of the Long Vacation is the question between solicitors who desire to be able to see their own time and their clerks' fairly occupied all the year round, and to encourage clients to bring them business by the knowledge that it can be carried through without unnecessary delay, and solicitors whose business is not affected by the delays of litigation or affected so little that they can afford to disregard them. I believe the bulk of the profession to be in the former class, and I think that these latter gentlemen should stand by us in what affects our interests as loyally as we stand by them in reference to the Land Registry and conveyancing questions.

H. E. GRIBBLE.

38, Bedford-row, London, W.C., May 13.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The letter of "A Member of the Council" in your issue of Saturday last should not, I think, be passed over without reply, and I shall therefore be much obliged if you can find space to insert this letter.

The motion at the general meeting of the Incorporated Law Society held on the 24th ult. raised only the question of the abolition of the close time for pleadings, but the debate turned upon the question of the retention or abolition of the Long Vacation. The result therefore cannot be regarded as conclusive on the question raised by the motion.

No one spoke in favour of the retention of the Long Vacation as it now is. Mr. Lake, Mr. Walters, and Mr. Winterbotham, the principal opponents of the motion, all spoke in favour of shortening the Long Vacation, and in this, I imagine, most solicitors would be entirely with them. I think the Long Vacation might well commence with the Bank Holiday in August and terminate about the 24th of September.

Then comes the point at which we differ. I would place this shortened vacation on the same footing in all respects as the other three vacations, and thus would abolish the close time for pleadings; and it seems to me that far too much alarm is expressed at this simple proposal. Pleadings are now deliverable in the Long Vacation by order of a master, and the only change now proposed is that approved at the Norwich meeting in 1892, confirmed at the general meeting in London in January, 1895, at the Liverpool meeting in October, 1895, and at the general meeting in London in January, 1896, viz.—to reverse this procedure by making pleadings deliverable in the Long Vacation *without* an order, power being reserved to a master to prevent the delivery of pleadings in any exceptional case, such as those dwelt on by Mr. Lake and by "A Member of the Council."

It is noticeable that all the instances given in the list framed by "A Member of the Council" are discussed from the point of view of the defendant, the party who wants delay, and not from the point of view of the plaintiff, the party who should be protected from delay. They may be paraphrased from the plaintiff's point of view as follows:—

1. Action for negligence against a railway company. Why should the plaintiff be compelled to wait two and a half months to know whether the railway company contest negligence, or accuse the plaintiff of contributory negligence or fraud? Why should a railway company, with its vast resources, keep the plaintiff at bay for so long a period, and prevent him from preparing for trial?

2. Action for libel or slander, may be dealt with in the same way. If there is any action which ought to be pushed on with all speed, it is that in which a man seeks to clear his character and to set himself right before it is too late to do so with effect or adequate benefit.

3. A patent case. Again an action which, owing to its complexity, expense, and difficulty, should not be open to delay by a defendant, especially if the patent is nearly expiring.

The other instances given by "A Member of the Council" are given without comment, and may be capped by the following:—

4. A commercial action.

5. An action of debt or on a bill of exchange.

6. An action affecting the title to land.

No one denies that judges and officials must have a period of relaxation, and no one can assert that solicitors are to be condemned to enforced idleness in order that judges and officials should have an excessive holiday. The Norwich resolution safeguarded all. Many a judge would, however, I imagine, gladly exchange the Riviera in February or March for the fogs of London, and many an official would probably agree with one who said to me some time ago that he would gladly give up some of his Long Vacation if he could take the rest at that period of the year that best suited himself and his family.

The opinion of Mr. Roscoe commands the respect of us all, but we have to set against it the opinion of Mr. Rawle, also a representative of a large agency house. For myself, I may say that the Long Vacation is to the resident partner the most trying time of the whole year. The solicitor cannot close his offices as the barrister closes his chambers, and the judge his court; and the difficulty of controlling the rush and pressure that sets in with July, and the hurried and more or less perfunctory manner in which litigation is often disposed of as the 12th of August approaches; of persuading the suitor that the long delay of the Long Vacation is unavoidable and had best be acquiesced in by him; of arranging an adequate holiday for each partner and clerk while yet retaining a sufficient staff to deal with Long Vacation business (business that consumes twice as much time and demands twice as much patience as business at any other time of the year), and of picking up at the end of October the threads of the tangled skein that were broken off before the Long Vacation began, are serious and growing difficulties which must be met, and without delay, unless we would see such business diverted from the courts to chambers of commerce and other lay or private tribunals.

F. ROWLEY PARKER.

12, New-court, Carey-street, London, May 13.

DEEDS OF ARRANGEMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I hope the case of *Re Poppleton and Jones' Contract* (*ante*, p. 478) will be taken to the Court of Appeal, as I venture to think the decision of Mr. Justice North is open to question.

If his statement of the law be correct, a trustee for creditors under a deed of arrangement can never make a title to property (where the debtor is subsequently adjudicated bankrupt), unless the trustee in bankruptcy either concurs in the sale or disclaims.

From the report in *Re Poppleton*, I gather that more than three months had elapsed between the date of the deed and the bankruptcy, so that the deed was not void under section 4, sub-section 1 (*a*) of the Bankruptcy Act, 1883, neither was it shewn how the deed could, in fact, be avoided.

As so many insolvent estates are now realized under deeds of arrangement, it is desirable to have the opinion of the Court of Appeal on the point.

W. P.

London, May 9.

[See observations under head of "Current Topics."—ED. S. J.]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1896.

Notice.

There will be no sitting in court during the Whitsun Vacation.

During Whitsun Vacation.—All applications which may require to be immediately or promptly heard, are to be made to Mr. Justice Mathew, whose address may be obtained at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Mr. Justice Mathew will act as Vacation Judge from Saturday, May 23rd, to Monday, June 1st, both days inclusive.

His lordship will sit in Queen's Bench Judges' Chambers on Wednesday, May 27th, at 11 a.m., for the disposal of urgent Queen's Bench summonses.

In any case of great urgency, the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter, To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

RULES OF THE SUPREME COURT (MARCH), 1896.

ORDER XLII., RULE 33B.

1. Order XLII., Rule 33A, shall have effect as if there were inserted after "them" in the last line but one the words "or of the Director of Public Prosecutions," and, at the end of the Rule, the words "or of the Director of Public Prosecutions."

ORDER LVII., RULE 2 (*c*).

2. Order LVII., Rule 2 (*c*), is hereby annulled, and the following Rule shall stand in lieu thereof:—That the applicant, *except where he is a sheriff or other officer charged with the execution of process by or under the authority of the High Court who has seized goods and who has withdrawn from possession in consequence of the execution creditor admitting the claim of the claimant under Rule* 16 *of this Order*, is willing to pay or transfer the subject-matter into Court, or to dispose of it as the Court or a Judge may direct.

ORDER LVII., RULE 16A.

3. When the execution creditor has given notice to the sheriff or his officer that he admits the claim of the claimant, the sheriff may thereupon withdraw from possession of the goods claimed, and may apply for an order protecting him from any action in respect of the said seizure and possession of the said goods, and the Judge or Master may make any such order as may be just and reasonable in respect of the same: Provided always, that the claimant shall receive notice of such intended application, and if he desires it, may attend the hearing of the same, and if he attend, the Judge or Master may, in and for the purposes of such application, make all such orders as to costs as may be just and reasonable.

4. These Rules may be cited as the Rules of the Supreme Court (March), 1896, and each Rule may be cited separately by the heading thereof with reference to the Rules of the Supreme Court, 1883; they shall come into operation on the 1st day of June, 1896.

MERCHANT SHIPPING ACT, 1894.

REGISTRY.

Notice is hereby given, that the Commissioners of Customs, under the power given to them by section 65 of the above-named Act, and with the consent of the Board of Trade, have made certain alterations in the Forms set out in the first part of the first Schedule to the said Act, and have prescribed Forms of the instruments and documents specified in the second part of the said Schedule.

These Forms are to be used in the British Islands in all transactions relating to ships, on and after the first day of July next; and such of the Forms as are used by the public may now be obtained from Registrars of Shipping, or agents duly authorized by the Stationery Office, in the usual manner.

With regard to other portions of Her Majesty's Dominions, and to all places (other than the British Islands) where Her Majesty has jurisdiction, the Forms are to be brought into use on such date as may hereafter be appointed.

By order of the Board,

JOHN COURROUX.

Custom House, London, May 5, 1896.

JUVENILE OFFENDERS IN PRISON.

In pursuance of the powers vested in me by the Prison Acts, 1865 and 1877, I hereby make the following Rules with respect to the treatment of juvenile offenders:—

1. Every prisoner under the age of sixteen shall be classed as a juvenile offender, and shall be treated under the following Rules:—

2. If the sentence be for one month and upwards, he shall be located in a prison in the district in which accommodation is set apart for juvenile offenders. If the sentence be under one month, he shall be retained in the prison to which he has been committed, but be lodged in a part of the prison where he shall be completely separated from the adult prisoners.

3. A juvenile offender shall exercise, receive school instruction, and be seated in chapel apart from and, if possible, out of sight of adult prisoners, with whom he shall not, on any occasion, be permitted to come into contact.

4. In the case of a juvenile offender the ordinary prison discipline shall be mitigated in the following manner:—

(*a*) He shall not be required to sleep on a plank bed.

(*b*) He shall be allowed special library books as well as books of instruction, from the time of his reception and throughout his sentence.

(*c*) He may be employed in association with other juvenile offenders in workshops, or in out-door work such as gardening, &c.

(*d*) He shall, as far as possible, be instructed in a trade which may be useful to him on release.

(*e*) He shall, if medically fit, be exercised daily at physical drill in lieu of, or in addition to, walking exercise, with a view to his physical development.

5. A juvenile offender may be allowed by the visiting committee to receive extra visits, if, in their opinion, such visits are desirable and calculated to improve his moral welfare and future career.

6. Whenever a child under 14 years of age is committed to prison, the governor shall report his reception direct to the Under-Secretary of State, Home Office, the same day that the child is first received into custody or again received after having been brought before the court on remand or otherwise, unless by the warrant of commitment such child is ordered to be detained in a reformatory or industrial school.

7. It shall be the duty of the chaplain to devote individual attention and care to the juvenile offenders, and, in co-operation with the visiting committee and the Discharged Prisoners' Aid Society, to make every possible provision for their protection and care on discharge.

Settled and approved the 17th day of April, 1896.

M. W. RIDLEY,
One of Her Majesty's Principal Secretaries of State.

CASES OF THE WEEK.

Court of Appeal.

LEO STEAMSHIP CO. (LIM.) *v.* CORDEROY AND OTHERS—No. 1, 8th and 11th May.

MARINE INSURANCE—INSURING SYNDICATE—OBLIGATION TO REINSURE—JOINT OR SEVERAL OBLIGATION—SECURITY—JOINT OR SEVERAL.

This was an appeal by the plaintiffs in the action from the judgment of Mathew, J. (1 Com. Cas. 300). The action was brought to recover the sums of £3,000 and £4,150 for a total loss on two policies of marine insurance, dated the 18th of February, 1895, and the 19th of June, 1895, on the steamship *Leo*, underwritten by the defendants, who were members of the Shipowners' Syndicate (Reassured). A total loss was admitted, and the plaintiffs claimed that defendants were jointly liable for the said amount. Upon each of the policies there was indorsed, in addition to the amount insured and the names of the members of the syndicate and the proportion of their respective subscriptions, the following clause: "The Shipowners' Syndicate (Reassured). Special clause No. 2. It is specially agreed that the assured are hereby entitled, by way of further security for the performance of the obligations of the subscribing underwriters, and each and every of them, to the benefit, by way of first charge, of the policies of reinsurance effected, or to be effected, and all moneys received thereunder.—John M. Corderoy, Manager." By Nos. 11 and 16 of the rules under which the syndicate was constituted it was provided as follows: "11. The said manager shall be bound forthwith, as risks are accepted on behalf of the members of the syndicate, to reinsure the whole of the total loss risks, and the remainder of all other risks shall be dealt with in such manner as may be determined by the said manager. . . ." "16. All policies of reinsurance and all moneys received thereunder shall be held in trust by the said manager . . . primarily as security for the assured under each policy the risk of which is reinsured; and by way of extra security for such assured in the event of bankruptcy of any member of the syndicate the following special clause is to be inserted in every policy." Here followed the special clause No. 2 as set out above. Certain reinsurances were effected with mutual clubs in accordance with the provisions of this special clause. Some of the members of the syndicate stopped payment, and the plaintiffs thereupon brought an action, claiming that the reinsurances were joint insurances in favour of the syndicate, and that there was thus created a joint security on which they, the original assured, were entitled to a first charge. Mathew, J., held that the obligation on the part of the members of the syndicate to reinsure was a several and not a joint obligation. It was not intended by the "special clause" and the rules of the syndicate that each member should contract that the whole risk should be reinsured, or that each should con-

tract that the whole fund should be charged. The special clause meant that there should be a reinsurance of the liability of each underwriter, and that on that reinsurance the assured should have a first charge. Each member was liable for himself, and there was no joint responsibility. He further held that where reinsurances were effected each several liability was reinsured, and that the reinsurance did not and could not in law create a joint insurance.

THE COURT (Lord ESHER, M.R., and A. L. SMITH and RIGBY, L.JJ.), in a considered judgment, dismissed the appeal.

Lord ESHER, M.R.—The policy was like an ordinary Lloyd's policy. It bore the names of several underwriters: these were not partners, but each entered into a separate contract of insurance. Each, therefore, was only liable separately for the amount which he had subscribed. It would be contrary to the whole system of insuring by separate policies underwritten on the same document to hold that the underwriters as regards the assured, were partners. Then there was a separate contract on the policy. The underwriters undertook to reinsure so as to give a further security to the assured, and they gave the assured a charge upon that reinsurance. Each underwriter's interest was to pay the proportion he had subscribed, and that was all he could reinsure. If an underwriter paid the original assured, he could recover on the policy of the reinsurance, but only for his own benefit. He had no insurable interest in the risks underwritten by the other underwriters. The effect of giving the charge was that if the underwriter reinsured and then became bankrupt the assured could give notice of the charge to the trustee in bankruptcy, whose duty it then would be to pay the assured. There was no joint contract in the policy by each underwriter that he would reinsure the whole amount at risk under the policy, or see that the other underwriters did so. The meaning of the special clause was that there should be a reinsurance of the liability of each underwriter, and that the assured should have a first charge on the reinsurance.

A. L. SMITH, L.J., gave judgment to the same effect.

RIGBY, L.J., agreed that the appeal should be dismissed. He however was of opinion that no considerations of insurance law or commercial law should be allowed to prevent the special clause from fully giving an equitable charge. The subject matter of the charge was the moneys to be received under all the policies of reinsurance. The charge was a security for the performance of the obligations of all the underwriters. Appeal dismissed.—COUNSEL, *Lawson Walton*, Q.C., and *English Harrison*; *Bucknill*, Q.C., and *D. C. Leck*; *Gore Brown*; *Joseph Walton*, Q.C., and *H. F. Manisty*. SOLICITORS, *Maples, Teesdale, & Co.*, for *Leitch, Dodd, Bramwell, & Bell*, Newcastle-on-Tyne; *May, Sykes, & Co.*; *A. J. Oliver*; *W. A. Crump & Son*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

REG. *v.* JUSTICES OF LONDON—No. 1, 6th May.

POOR RATE—APPEAL—ASSESSMENT COMMITTEE APPEARING BY THEIR CLERK—RIGHT OF CLERK TO BE HEARD—ORDERS OF COUNTY OF LONDON QUARTER SESSIONS, 1890, R. 10—VALUATION (METROPOLIS) ACT, 1869 (32 & 33 VICT. c. 67), ss. 27, 62.

Appeal from an order of the Queen's Bench Division discharging a rule *nisi* for a *mandamus* to the justices of London, reported *ante*, p. 419. Messrs. T. R. Roberts (Limited) appealed to the Quarter Sessions for the County of London against an assessment of their premises, and previously to the hearing of the appeal terms were arranged between the assessment committee, who had appeared by their clerk as respondents to the appeal, and Messrs. Roberts. In pursuance of instructions from the assessment committee, their clerk, who was not a solicitor nor a barrister, appeared before the Court of Quarter Sessions to consent to the alterations in the valuation list agreed upon, when the chairman refused to hear him or to accept his consent on behalf of the assessment committee, on the ground that under rule 10 of the Orders of the County of London Quarter Sessions, 1890, consents must be signified by counsel. The Divisional Court having discharged a rule *nisi* for a *mandamus* to the quarter sessions to hear the clerk to the assessment committee upon the appeal, and to receive his consent, the assessment committee appealed. By section 27 of the Valuation (Metropolis) Act, 1869, "the justices in assessment sessions" (now the Quarter Sessions for the County of London, by section 42, sub-section 10, of the Local Government Act, 1888) "may, with the approval of one of her Majesty's principal Secretaries of State, make orders from time to time for the purpose of regulating the proceedings on appeals to them under this Act." By section 62 "an assessment committee may appear on any appeal by their clerk." By rule 10 of the Orders of the County of London Quarter Sessions, 1890, made and approved under section 27, "consents shall be signified by counsel in open court."

THE COURT (Lord ESHER, M.R., A. L. SMITH and RIGBY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the language of section 62 of the Valuation (Metropolis) Act, 1869, which was obviously technical language, was applied to the everyday circumstances of litigation. Litigants must appear before the court which had to deal with them. After they had appeared there were always several proceedings to be taken before the court could determine the matter before it. The language of section 62 was perfectly clear. The assessment committee might appear on any appeal by their clerk. That is, instead of calling upon each member of the committee to appear, their clerk might appear for them. It was unnecessary to consider whether he could instruct counsel direct, as that question was not before them. Then, after appearance, there were proceedings to be taken on the appeal, and section 27 provided as to that that the quarter sessions might make orders for the purpose of regulating proceedings on appeals. These proceedings took place after appearance. Rule 10 was made under that section for the purpose of regulating proceedings on appeals. One of the proceedings that might require to be taken would be to give consents upon appeals. The rule was therefore not *ultra vires*, and governed this case; and under it the consent must be signified by counsel in open court.

A. L. SMITH, L.J., concurred. Rule 10 was made under section 27 of the Valuation (Metropolis) Act, 1869, and came within the words of that section. It was contended that section 62 said in effect that the assessment committee might appear on any appeal and be heard by their clerk, and that therefore rule 10 was *ultra vires*. That was not his lordship's reading of section 62. That section provided how the assessment committee might get into court on an appeal. There was a certain difficulty about the matter, as otherwise they might all have to be served and appear. Section 62 provided that this numerous body might get into court by their clerk. They might appear by their clerk. Section 27 dealt with what might be done after they had appeared by their clerk. Rule 10 meant that after they had appeared by their clerk they must be represented by counsel to give their consent on an appeal.

RIGBY, L.J., concurred.—COUNSEL, *T. W. Chitty*; *Sir E. Clarke*, Q.C., and *H. Avory*. SOLICITORS, *A. M. Bramall*; *E. W. Beal*.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re STUART & OLIVANT AND SEADON'S CONTRACT—No. 2, 4th and 5th May.

VENDOR AND PURCHASER—DOCUMENTS OF TITLE NOT IN VENDOR'S POSSESSION, EXPENSES OF OBTAINING—LIABILITY OF PURCHASER—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 3, SUB-SECTION 6.

This was an appeal from a decision of Stirling, J., upon a purchaser's summons under the Vendor and Purchaser Act, 1874. In November, 1895, Messrs. Stuart & Olivant contracted with Mr. Charles Seadon for the sale to him at the price of £195 of certain leasehold property, of which the vendors were mortgagees. The root of the vendors' title was an underlease of the 13th of October, 1865. The conditions of sale contained nothing to shew that this underlease was not in the vendors' possession, or that it would not be produced to the purchaser and handed over to him on completion; but on the investigation of title it appeared that the underlease comprised other property besides that agreed to be sold to the purchaser, and that the vendors had only an attested copy of the deed, and did not even know where the original was. The vendors' solicitor offered to make, at the purchaser's expense, further searches with the view of finding in whose possession the original was, insisting that section 3, sub-section 6, of the Conveyancing Act, 1881, which throws upon the purchaser "the expenses of searching for, procuring, making, verifying, and producing all certificates, declarations, evidences, and information not in the vendor's possession," applied to the case. The purchaser then took out a vendor and purchaser summons, claiming a declaration that by reason of the vendors' refusal to furnish the purchaser, save at his own expense, with information as to the whereabouts of the underlease, a good title had not been shewn. Stirling, J., on the 10th of March, 1896, decided that the purchaser was not entitled to the declaration he claimed, and the purchaser appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal, without calling upon counsel for the respondents.

LINDLEY, L.J., said: I do not think we can take a different view of the construction of the Act from that which has been taken by Stirling, J. One cannot but bear in mind that there was a time when, owing to the requisitions of purchasers, very heavy and unnecessary expenses were thrown upon vendors. The object of section 3, sub-section 6, of the Conveyancing Act, 1881, was to check that abuse. Whether in doing that the Legislature has not gone a little too far, and imposed too onerous terms on a purchaser, is another matter. I rather think they have; but what we have to do is to construe the Act. What strikes one on reading this sub-section is, in the first place, that it deals only with expenses. It has nothing whatever to do with the duty of making out titles or of procuring deeds. Accordingly, it was held by the Court of Appeal in *Re Johnson & Tustin* (33 W. R. 737, 30 Ch. D. 42) that the vendor is bound to supply a proper abstract, and must pay the expense of procuring any deed which is necessary for that purpose; and in *Moody to Yates* (33 W. R. 785, 30 Ch. D. 344) that the vendor must complete his title by producing any document which is essential to shew that he has a title. Those were questions of title; but we have here to do with that to which the sub-section is addressed, expenses of obtaining information. Well, now, for the life of me I cannot get out of the language of this section. The section appears to me to have thrown this particular expense on the purchaser, in language too plain to be escaped from. To give effect to the very ingenious argument of Mr. Swinfen Eady and Mr. Stewart Smith would be to cut down the language of the Act to an unjustifiable extent. I think the case is a hard one, but I cannot help it. I think Stirling, J., was quite right, and that the appeal must be dismissed.

LOPES, L.J., said that if he thought it at all possible, he should very much like to relieve the purchaser of the expenses which had been cast upon him. The object of the section was, no doubt, to relieve vendors from vexatious requisitions; but he thought the Legislature had gone further than was requisite. But there was the Act of Parliament, which applied to the case.

KAY, L.J., said that before the Conveyancing Act the vendors would clearly have been bound to get the information at their own expense, because it was information necessary to enable the purchaser to verify the abstract. The result of the section was in this case an uncommonly hard thing, for the underlease was the root of the title abstracted, and for anything the purchaser knew it might be in the hands of a mortgagee. His lordship would escape from the language if he could, but he saw no possibility of escaping from the conclusion the learned judge had arrived

at. There was considerable hardship, for a vendor might not have, or know where to find, any of the documents in a long chain of title, and yet he need not make any condition throwing the expense of searches on the purchaser. If the Legislature had carefully considered what they were doing, they would not, his lordship thought, have made the section quite so wide; but it could not be construed so as not to apply to this case.—Counsel, *Swinfen Eady*, Q.C., and *Stewart Smith*; *Elgood*. Solicitors, *J. Howard Smith*; *Layton, Sons, & London*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

Re **CLARKE'S REGISTERED DESIGN**, No. 206,870—No. 2, 11th May.

Design—Removal from Register—Design already in Use for Different Purpose—Omission of Part of Old Design—Patents, Designs, and Trade-Marks Act, 1883 (46 & 47 Vict. c. 57)—Patents, Designs, and Trade-Marks Act, 1888 (51 & 52 Vict. c. 50).

This was an appeal from an order of North, J., refusing to order the removal from the register of a design for an electric lamp shade. The application to expunge the design was made on the ground that it was neither new nor original. The court was satisfied, upon the evidence, that the form of lamp shade common and well known in the United Kingdom before electric lighting was invented consisted of three parts: a reflecting screen and a ventilating top—neither of which differed substantially from the registered design—and a chimney on the ventilating top. The chimney was omitted from the registered design, being useless for the purposes of electric lighting. It was admitted that the shape registered had not before been used for electric lamps.

The Court (Lindley, Lopes, and Kay, L.JJ.) allowed the appeal.

Lindley, L.J., said that the design being on the register it was for the applicants to make out their case. The important regulations on the subject were contained in sections 47, 50, 52, 53, 55, 58, 60, and 90 of the Act of 1883, in rules 4, 5, 9, 12, and 15 of the Rules of 1890 and 1893. The important questions were whether this was a design, and whether it was new or original when registered and had not previously been published in the United Kingdom. "Design" was defined by section 60 of the Act of 1883, and must be taken to be used there in its ordinary meaning of something marked out, a plan or representation of something. Utility was immaterial for this purpose. It was not clear whether there was really any distinction intended between "new" and "original." A design old in its application to some manufactured article was not necessarily entitled to protection when applied to a new substance, even though the new substance belonged to a different class from the former: *Re Bach's Design* (38 W. R. 174, 42 Ch. D. 661). But where the two substances were very widely different the new application might constitute a new or original design: *Hecla Foundry Co.* v. *Walker*, *Hunter*, & *Co.* (14 App. Cas. 550). Now, if this design was common for such lamps as were used before electric lighting was invented, the design ought to be expunged. The case, therefore, must be decided by looking at the shape of this design and comparing it with lamps or shades previously known: *Hecla Foundry Co.* v. *Walker* (*ubi supra*). Applying that method, his lordship came to the conclusion that the design registered was simply an old and well-known lamp shade, with the omission of a part which was useful for gas or oil lamps, but useless for an electric light. The shape of the old lamp or shade was not really altered. No doubt combination of old shapes might produce a new or original design for shape; so, possibly, might the omission of something from an old shape. But where, as here, an old shape consisted of three parts placed one above another, and the new shape was exactly the same, except for the omission of the useless upper part, he could not say that the shape was new or original, or had not been previously published. The omission of the chimney did not make the design new. The appeal must be allowed, and an order must be made to remove the design from the register.

Lopes and Kay, L.JJ., delivered judgment to the same effect.—Counsel, *Vernon Smith*, Q.C., and *C. Church*; *Swinfen Eady*, Q.C., and *K. G. Metcalfe*. Solicitors, *W. B. Styer*; *E. S. Sugden*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

Re **HANCOCK, MALCOLM** *v.* **HANCOCK**—No. 2, 4th May.

Power—Execution—Power to Appoint Income to Wife—Appointment Precluding Subsequent Exercise of Power.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 316). The short facts of the case were as follow. The tenant for life, under a settlement, was empowered to appoint the settled funds among his children, subject to a proviso empowering him to appoint one-fourth of the income to his wife for life. The tenant for life was married at the date of the settlement. In exercise of the powers he appointed, subject to his own life interest, one-fourth of the income to his wife for her life, "and subject also and without prejudice to the trust in favour of" his wife, "thereinbefore limited and declared if the same should take effect," he irrevocably appointed the fund among his three children. His wife having died, he married again, and on the occasion of his second marriage purported to appoint one-fourth of the income to his second wife for her life. Kekewich, J., held that the terms of the first appointment precluded any further exercise of the power, and that the second appointment was consequently ineffectual.

The Court dismissed the appeal. Their lordships unanimously held that in construing the settlement it was necessary to have regard to the existing state of affairs when it was executed. They were accordingly of opinion that the power to appoint to a wife only justified an appointment in favour of the wife whom the tenant for life had at the time of the settlement. But assuming that the power might be exercised in favour of any wife, it would be unfair to the children if the shares irrevocably appointed to them could be indefinitely postponed in favour of any after-taken wife. The first appointment was expressed to be irrevocable in favour of the children, and the subsequent one was inconsistent with it, and could not have been within the contemplation of the appointor at the date of the first appointment. Appeal dismissed.—Counsel, *Farwell*, Q.C., and *Austen-Cartmell*; *Renshaw*, Q.C., and *Ingle Joyce*; *C. E. E. Jenkins*. Solicitors, *J. Rogers*; *Rowcliffes, Rawle, & Co.*; *Henry P. Spottiswood*.

[Reported by J. I. Stirling, Barrister-at-Law.]

High Court—Chancery Division.

Re **HORNER, FOOKS** *v.* **HORNER**—Chitty, J., 13th May.

Interest—Covenant to Pay Sum Certain—Sum Payable at a Certain Time—Time Fixed by Reference to Death of Covenantor—3 & 4 Will. 4, c. 42, s. 28.

By indenture, dated in 1891, the above-named testator covenanted that within six calendar months after his death his executors or administrators should pay to trustees the sum of £2,000 upon certain trusts, and by his will, dated in 1893, confirmed the settlement made by the said indenture, and died in 1894. The £2,000 was not paid within the six calendar months. This was a summons on behalf of the tenant for life of the fund under the said indenture to determine whether any interest was payable out of the estate of the said testator in respect of the said sum of £2,000, and, if so, from what date. A payment was made in respect of interest for the six months next after the testator's death, as was alleged, under a mistake of fact; but the question argued was whether interest was payable from the expiration of the six months to the time when the fund was paid by the executors.

Chitty, J.—The testator's covenant is to pay a sum within six calendar months after his decease. The question is whether that is a sum "payable at a certain time" within the 3 & 4 Will. 4, c. 42, s. 28. The point made is that the sum is not payable at a certain time. The point came before Lord Hatherley in *Knapp* v. *Burnaby* (9 W. R. 765), where a testatrix had covenanted that a sum should be paid within one month after her death, and default was made in payment; and he held that interest at 5 per cent. was payable as from the end of the month. I am not aware that his decision has ever been overruled or questioned, and I think that it is founded on good sense. But *Merchant Shipping Co.* v. *Armitage* (22 W. R. 11, L. R. 9 Q. B. 99) and *London, Chatham, and Dover Railway Co.* v. *South-Eastern Railway Co.* (40 W. R. 194; 1892, 1 Ch. 120; 1893, A. C. 429; 42 W. R. Dig. 34), approving that case, are said to have the effect of overruling *Knapp* v. *Burnaby*; but *Knapp* v. *Burnaby* was not cited in either of those cases, and it was not applicable. No reasons are given for the judgment of the Exchequer Chamber in *Merchant Shipping Co.* v. *Armitage*, but they are not difficult to see. The event by reference to which the time for the payment there was fixed was not a certain event, but an event which might or might not happen. The stipulation was that the money should be paid on an event that might never happen, and which was therefore held not to be payable at a time certain. This is well put by Kay, L.J. (1892, 1 Ch., at p. 148). That is sufficient ground for distinguishing *Armitage's case* and this. Death is not a contingent event, it is a certainty, and so many days after death is a time certain for the purposes of the statute. The statute does not require the exact day to be named, and it is rightly admitted that it makes no difference that the money is to be paid not on a particular day, but within a certain time. A covenant to pay within six months after death is in law a covenant to pay on the last day of the six months.—Counsel, *Stewart Smith*; *Alfred Adams*. Solicitors, *Devonshire, Monkland, & Co.*; *R. C. Adams Beck*.

[Reported by J. F. Waley, Barrister-at-Law.]

TOMSETT *v.* **WALLIS**—North J., May 12th.

Easement—Watercourse—Leave or Licence.

This was an action by the owner of a close of land at Crowborough, in the parish of Wythyham, in Sussex, and a tenant of a cottage erected more than forty years, claiming to be entitled to a free and uninterrupted enjoyment of a supply of water to their hereditaments. The plaintiff Tomsett's house was erected in 1855, and originally obtained a supply of water from a spring on the defendant's land. In 1877 the defendant placed a ram pump 20 feet from the spring upon his land. In 1885 the plaintiff Tomsett placed iron pipes in the defendant's land with the defendant's leave, and the water since that date passed through the pipes to the plaintiff's land. In 1895 the defendant obstructed the alleged watercourse. The plaintiff submitted that receiving unpolluted water through the pipes by leave did not affect the plaintiff's right to the enjoyment of water. The plaintiffs had obtained an *interim* injunction.

North, J.—In my opinion the plaintiffs are not entitled to any relief, and an *interim* injunction ought not to have been granted. The defendant has a well, and the plaintiffs' witnesses say they knew the spring fifty years ago. But a complete change was made in the well eleven years ago, and pipes were then first used for bringing water, and the plaintiffs used the water not as of right, but after asking the defendant's leave. The change was so material that it is unnecessary to consider the previously existing state of things, and no right can be acquired by the user since that date. Since the ram was put in there has been no continuous flow; the ram worked for eight hours, and then the tank took twelve hours to fill, and even in the intervening time there is no evidence that the water ran to the plaintiff's land. I am prepared to hold that no right can be acquired by the use of water through pipes put down by leave of the defendant: *Tickle* v. *Brown* (4 Ad. & El. 369). The plaintiffs have given no

evidence of user by a person claiming a legal right to use, though some of the water may have soaked through to the plaintiff's well. The action is unfounded, and must be dismissed with costs.—COUNSEL, *Swinfen Eady*, Q.C., and *Curtis Price*; *Vernon Smith*, Q.C., and *H. Dobb*. SOLICITORS, *Nye & Morton*; *F. G. B. Crawley*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

ALLCARD *v.* WALKER, *Re* LUCAS; WALKER *v.* LUPTON—Stirling, J., 1st May.

POST-NUPTIAL SETTLEMENT—MARRIED WOMAN—COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—REVERSIONARY INTERESTS—FINES AND RECOVERIES ACT (3 & 4 WILL. 4, c. 74), ss. 1, 77—MALINS' ACT (20 & 21 VICT. c. 57), s. 1—POWER OF DIVORCE COURT TO VARY SETTLEMENTS—DIVORCE AND MATRIMONIAL CAUSES ACTS (20 & 21 VICT. c. 85, s. 45, AND 22 & 23 VICT. c. 61, s. 5)—MISTAKE IN LAW.

The plaintiff, Georgiana Augusta Konarski, was married to the defendant Waldegrave Charles Fearn Kell on the 6th of May, 1873. There was issue of the said marriage one child only—*i.e.*, the defendant Vernon Kell, who attained his majority in 1894. No settlement or agreement for a settlement was made before or upon the said marriage. By a post-nuptial settlement acknowledged by Mrs. Kell in accordance with the requirements of the Fines and Recoveries Act, dated the 12th of June, 1877, and made between the defendant W. Kell and the plaintiff, then his wife, of the one part, and George Lucas and S. P. L. Konarski, the trustees of the settlement, of the other part, the plaintiff settled upon the trusts therein mentioned (the same being trusts of the usual nature) her share in the residuary personal estate of her uncle, James Lucas, deceased. The plaintiff further covenanted to bring into settlement any real or personal estate of the value of £500 or upwards from any one source which should be devised or bequeathed or descend to or devolve upon or vest in the plaintiff or in the defendant W. Kell in her right. At the date of the said post-nuptial settlement the only property to which the plaintiff was entitled was the following, that is to say (1) an absolute interest as one of his next of kin in a share of the personal estate of the said James Lucas (who died on the 19th of April, 1874), such share being then believed to be one-fifteenth, but ultimately turning out to be two forty-fifths; (2) an interest under the will of Philip M. Lucas (who died in 1830), and under an appointment in execution of a power contained in such will made by the will of Harriet F. Konarski (who died in 1871), the plaintiff's mother, in certain personal estate then in court in a suit *Lucas v. Lucas*, such interest being contingent on the plaintiff surviving the expiration of twenty years from the 24th of April, 1871, or previously dying leaving issue then surviving, but as to one moiety of such interest subject to a preceding life interest therein vested in Samuel Konarski, the father of the plaintiff; (3) an interest under the marriage settlement of her father and mother, dated the 24th of April, 1840, and under an appointment in execution of a power contained in that settlement made by her mother's will in certain personal estate comprised in such settlement, subject to a preceding life interest therein vested in her father; (4) an absolute interest in real and personal estate under the will of George Lucas, who died on the 7th of June, 1890; (5) the one-fourth share of her father's real and personal estate on his death intestate in January, 1893. The said S. P. L. Konarski died on the 11th of December, 1887, and the said George Lucas died on the 7th of June, 1890, and by an indenture dated the 8th of May, 1891, the defendants C. W. Murray and Thomas Lupton were duly appointed trustees of the settlement of the 12th of June, 1877, in the places of the said Samuel P. L. Konarski and George Lucas, and jointly with the defendant E. L. Walker. On the 3rd of May, 1893, a decree *nisi* was made by the Divorce Court for the dissolution of the marriage between the plaintiff and the defendant Waldegrave Kell. Such decree *nisi* was made upon the petition of the defendant Waldegrave Kell, by reason of the adultery of the plaintiff with James Allcard. The decree *nisi* was made absolute on the 13th of November, 1893. On the 18th of November, 1893, the plaintiff married James Allcard, whose wife she now is. No settlement or agreement for a settlement was made by or upon such marriage. On the 5th of December, 1893, the defendant Waldegrave Kell presented a petition in the said divorce proceedings praying that the settlement of the 12th of June, 1877, might be varied in manner therein mentioned. It set out in paragraph 6 thereof the funds then alleged to be subject to the trusts of the settlement, including a sum of £4,344 Consols, which had come to the hands of the trustees after the decree *nisi* had been made. Paragraphs 7, 8, and 9 set out certain funds which had not then come to the hands of the trustees, but which Mrs. Kell was entitled to, and in paragraph 10 it was stated that "the funds, shares, and interests mentioned in paragraphs 7, 8, and 9 thereof will be subject to the trusts of the said indenture of settlement of the 12th of June, 1877." Mrs. Kell, then Mrs. Allcard, put in an answer to the petition, and she thereby either expressly admitted, or at all events did not dispute, the allegations in the petition as to the property subject to the trusts of the settlement, and in particular paragraph 10 is not disputed. The petition was referred to the registrar for report, and in the proceedings before the registrar Mrs. Kell brought in certain proposed terms of settlement which were by the consent of all parties embodied in the report of the registrar dated the 24th of April, 1894. Such report stated (*inter alia*) that the income arising from the funds then subject to the trusts of the said settlement of the 12th of June, 1877, amounted to about £820 per annum, and that with the consent of the petitioner and the respondent it was proposed that the court should order that the trustees or trustee for the time being of the said settlement should, out of the income arising from the trust funds comprised therein, during the joint lives of Mr. and Mrs. Kell, pay to Mr. Kell £300 per annum, and to their only son, Vernon Kell, £150 per annum from the 10th of July, 1894, and on the death of either Mr. or Mrs. Kell and during the lifetime of the survivor pay to the said Vernon Kell £300 per annum in lieu of the said sum of £150 per annum. The registrar expressly reported that the said Vernon Kell was not separately represented on that application, but that it did not appear that on the whole his interests under the settlement of the 12th of June, 1877, would be prejudicially affected. An order varying the settlement in accordance with the report was made on the 24th of April, 1894. At the date of the decree *nisi* sums amounting in round figures to £25,000 had been paid to the trustees of the settlement in respect of interests of the plaintiff which at that date were vested in possession in her or in Mr. Kell in her right. Between the dates of the decree *nisi* and the decree absolute sums amounting in round figures to £10,000 were also paid to them. Sums amounting to about £18,500 were still payable in respect of the plaintiff's interests in the estates of her father and James and George Lucas. The writ in this action was issued on the 2nd of May, 1895, and the plaintiff thereby claimed declarations to the following effect: (1) That all the funds transferred to the trustees of the settlement subsequent to the date of the decree *nisi* were the absolute property of the plaintiff; (2) that the share of the plaintiff in the real estate of her father was not subject to or affected by the settlement; and (3) that all the funds which had not yet come to the hands of the trustees of the settlement in respect of the plaintiff's interests in the personal estates of her father and James and George Lucas were not subject to or affected by the settlement. No question was raised as to the sums amounting to £25,000 which came to the hands of the trustees before the date of the decree *nisi*, and it was further admitted by counsel for the plaintiff that in the event of the plaintiff's claim to the other funds proving successful she was bound to elect, and that in the event of her electing to take adversely to the settlement (as was her intention) the surplus income of the £25,000 admitted to be effectually settled, after providing for the annual sums of £300 and £150 directed to be paid to Mr. Kell or his son by the order of the 24th of April, 1894, ought to be applied to make good what may be lost by any parties disappointed by the plaintiff's election. On behalf of Mr. Kell and his son it was admitted by their counsel that down to the 8th of April, 1895, all parties proceeded on the footing that the settlement of the 12th of June, 1877, was binding on the plaintiff.

STIRLING, J., stated the facts as above set out, and continued:—This settlement was not made in pursuance of any ante-nuptial contract. Whatever binding effect it has must be derived either from the Fines and Recoveries Act or from Malins' Act. First, as to the Fines and Recoveries Act. The plaintiff was not entitled to any real estate at the date of the settlement, but she did become so entitled on the death of her father in 1893. Is this real estate bound by the covenant to settle after-acquired property? The Fines and Recoveries Act only enables a married woman to settle an estate at law or in equity in real estate, and I do not think in 1877, when this post-nuptial settlement was made, that the plaintiff's interest in her father's estate could be so described. She had at the best but an expectation that at some future time she might become entitled to some estate or interest therein. Next as to Malins' Act, which enables a married woman to dispose of property to which she may be entitled under any instrument made after the 31st of December, 1857. Of the five interests (specifically mentioned above) of the plaintiff, the first and fifth arose under intestacies, whilst the second and third arose under instruments made before the 31st of December, 1857. Consequently none of these four interests could be disposed of under this Act. The fourth interest arose under the will of George Lucas, dated the 23rd of May, 1890, and it is contended that this is a "future interest" within the meaning of the statute. I am of opinion that it is not, but merely a possibility or expectation of interest, and not an "interest" either at law or in equity nor a "future interest" within the meaning of the Act, which I think contemplated a future vested interest: *Davis v. Angel* (4 De. G. F. & J. 524), *Re Parsons* (45 Ch. Div. 57). Therefore I think that so far as the plaintiff is concerned the settlement of the 12th of June, 1877, and the covenant to settle after-acquired property are void, and not merely voidable, and therefore incapable of being simply affirmed by the plaintiff when she ceased to be under disability. It is said that the proceedings in the Divorce Court for a resettlement amount to the making of a new settlement, and that she, then being so far as her property was concerned in the position of a *feme sole*, is bound by that settlement. Now, the resettlement was made on the assumption made by all parties that the funds specified above were or would be subject to the trusts of the settlement of 1877. I think that assumption was incorrect. It is said, however, that this was a mistake of law and that relief cannot be given in respect of it. In my opinion that is not so. The maxim "Ignorantio juris haud excusat" is used in respect of the ordinary law of the land, not of a "private right," and here the mistake was one which related to the existing rights and interests of private individuals: *Cooper v. Phibbs* (2 H. L. 170). Moreover it was laid down by Turner, L.J., in *Stone v. Godfrey* (5 De. G. M. & G. 90), that "this court has power to relieve against mistakes at law as well as against mistakes of fact," and this was again recognized in *Rogers v. Ingham* (3 Ch. Div.). The mistake was made on the occasion of the Divorce Court dealing with the petition to vary the existing settlement. The power of that court so to deal is derived from the Divorce and Matrimonial Causes Act of 1859, s. 5, but such powers only apply to "property settled" on the marriage or prior to the divorce of the parties. Now, the order of the Divorce Court was made on the assumption that all the plaintiff's property was subject to the trusts of the settlement of 1877, and it only deals in terms with the funds therein comprised. I think it is clear that none of the parties intended to deal with any funds not so comprised or to make a new settlement. The income of the £25,000 admittedly comprised in the settlement is sufficient to provide for the annual sums of £300 and £150 directed to be paid by the order of the 24th of April, 1874, and if the case rested there I should be of opinion that

nothing had happened to deprive the plaintiff of her right to relief, at all events so far as the £18,500 (which had not on that date reached the trustees' hands) is concerned. The case, however, does not rest there, for under the Divorce Act of 1857, s. 45, it is provided that the court, after a decree for divorce or separation in consequence of the adultery of the wife (the case here), may direct such a settlement to be made out of the wife's property in possession and reversion as to it may seem good; and it is clear that the court would have been asked by Mr. Kell and his son to exercise these powers on their behalf if they had known that the property of the plaintiff was not subject to the post-nuptial settlement of the 12th of June, 1877, and it is possible that the court would have given Mr. Kell more than £300 a year, and would have required a further settlement to be made for the benefit of the son. Therefore, I think, under the circumstances, if the plaintiff is to obtain the relief for which she asks, that the Divorce Court should have an opportunity given to it of exercising the powers conferred upon it by the Act of 1857, and, as it is in my power to impose terms upon the plaintiff (for she comes here seeking equitable relief), I declare that the plaintiff's title to relief in respect of the £18,500 still outstanding is made out, she on her part undertaking (as a term of such relief) that any application to the Divorce Court for a further settlement out of the funds to which this action relates shall be dealt with by that court in all respects as if such application had been made prior to the 24th of April, 1894. There remains the question of the funds which came to the trustees' hands after the decree *nisi*. I think Mr. Kell's right to deal with the plaintiff's property ceased when the decree *nisi* was made (*Wilkinson* v. *Gibson*, 4 Eq. 162; *Prole* v. *Soady*, 3 Ch. App. 220). Sums amounting to over £10,000 have been paid to the trustees with the knowledge of the plaintiff since the decree *nisi*, under a mistake as to the existing rights of the parties. I cannot see that any rights of third parties have intervened, or that anything else has happened to preclude the plaintiff from relief, and I think that, upon the same undertaking as before, that relief ought to be given.—Counsel, *Cozens-Hardy*, Q.C., and *Ashworth James*; *Graham Hastings*, Q.C., and *H. Terrell*; *Buckley*, Q.C., and *A. & B. Terrell*. Solicitors, *Seaton F. Taylor*; *Mander & Watson*; *B. H. Van Tromp*.

[Reported by Arthur Morton, Barrister-at-Law.]

YOUNG v. THE SOUTH AFRICAN & AUSTRALIAN EXPLORATION & DEVELOPMENT SYNDICATE (LIM.)—Kekewich, J., 8th May.

Company—General Meeting—Voting—Shew of Hands—Declaration of Chairman—Evidence to Contradict—Sufficiency of Notice of Meeting—Table A, Clause 42—Companies Act, 1862, s. 51.

This was an application to restrain the holding of an extraordinary general meeting of the company called for the purpose of confirming, as a special resolution, a resolution which was purported to have been passed at a previous extraordinary general meeting, on the ground that notwithstanding the fact that the chairman of the first meeting had declared the resolution duly carried, it was in fact not carried by the requisite majority required by the Companies Act, 1862. It appeared from the evidence that if the vote of one person who voted at the meeting was deducted, the requisite three-fourths majority did not exist, and that the particular voter was not in fact entitled to vote. Moreover, it was alleged that as the notice convening the meeting only stated the resolution that was proposed, which was to substitute regulations contained in a printed document to be submitted to the meeting in place of the regulations of Table A, by which the company had been previously governed, no proper notice had been given, and that the liberty to inspect a copy of the proposed regulations of the company at the office of the company's solicitors did not give the shareholders proper notice of their contents.

Kekewich, J.—This company was regulated by the provisions of Table A, as it was registered without articles of association, and in order to determine the question as to what was the result of this general meeting clause 42 of Table A must be referred to. That clause provided that a declaration by the chairman of a general meeting that a resolution had been carried, and an entry to that effect in the book of proceedings of the company, should be sufficient evidence of the fact without proof of the number or proportion of the votes recorded. The distinction between sufficient and conclusive evidence was pointed out by Jessel, M.R., in *Re Horbury Bridge Coal, Iron, and Wagon Co.* (27 W. R. 433), and whether the company was governed by Table A or articles of association the statute applied, and the company's regulations might be altered by resolution under section 51 of the Companies Act, 1862, which provided that the chairman's declaration should be conclusive evidence. There was no case which decided what was meant by conclusive evidence; but in Buckley on the Companies Acts a case was cited in which a declaration of a chairman that a resolution was duly passed was held sufficient evidence that the resolution had been passed by a requisite majority, but it was not conclusive evidence where it was challenged by evidence to the contrary. What was meant was that primarily the declaration of the chairman was sufficient without proof of number or proportion of votes. That was a reasonable construction. That did not mean that it was conclusive if the evidence showed the number and proportion of votes was not in fact proper. If it were held otherwise, it would be enabling a chairman to make a fraudulent declaration without check. It could not mean that, and the wording of section 51 helped, as it provided that the declaration should be deemed to be conclusive, and not conclusive alone. The 18th section of the Act contained a similar declaration as to incorporation, upon which there were decisions which shewed that the court was at liberty to allow parties to dispute the conclusiveness of the evidence. How far it was permissible was another question. His lordship was of opinion that the decision of the chairman did not prevent him from seeing how far the provisions of the Act had been complied with. The particular meeting was a most important one—namely, to alter the regulations of the company. It was therefore highly desirable that all should be told what was about to be done at it. The notice convening the meeting was in general terms, and members were told they were at liberty to inspect the proposed regulations at the company's solicitor's office. Practically shareholders leave the management in the hands of the executive, and take no particular interest in the company's meetings. It would probably be a waste of time and expense to send copies to each one, and his lordship held that the notice sent was sufficient notice to bind them. Then as to the question of the sufficiency of the majority to pass the resolution, as it appeared from the evidence that unless one vote had been counted, which was the vote of a person who could not properly vote, the resolutions were not properly passed. His lordship held accordingly, and granted the injunction.—Counsel, *Warrington*, Q.C., and *Lavington*; *Renshaw*, Q.C., and *Wilkinson*. Solicitors, *T. M. Richards*; *Venning, Sons, & Co.*

[Reported by F. T. Duka, Barrister-at-Law.]

Winding-up Cases.

Re **LAND SECURITIES CO. (LIM.)**—C.A., 4th May.

Company Winding up—Scheme of Arrangement—Construction of Scheme—Discount, meaning of.

This was an appeal from a decision of Vaughan Williams, J. (reported *ante*, p. 297). Under a scheme of arrangement and compromise with creditors sanctioned by the court, which provided that, in addition to calls already made by the liquidator in the winding up, the remainder of the uncalled capital should be called up by instalments spread over four years, an option was given to every shareholder to pay up calls at a discount of 4 per cent. A question was raised by a shareholder as to whether the word discount meant discount at the rate of 4 per cent. per annum on the total amount of each instalment as it became due, or true discount—viz., such sum as would at 4 per cent. produce the amount of the instalments of the call when they became due. Vaughan Williams, J., held that it meant true discount, and not discount in the popular sense—viz., a rebate of interest on the amounts.

The Court allowed the appeal.

Lindley, L.J., said that the question was what was meant by the words "under discount at the rate of 4 per cent." The meaning of the word discount was ambiguous, but the question was, What would an ordinary man of business understand by this expression? He thought that an ordinary business man would probably understand it in the ordinary commercial sense. On the other hand, an actuary of an insurance company would adopt the liquidator's construction—viz., that it meant true theoretical discount. The words discount at 4 per cent. would lead an ordinary man to the conclusion that a rebate of interest at this rate was meant. Vaughan Williams, J., thought that this would be the meaning in an ordinary commercial sense, but was of opinion that this would give an unfair advantage to the shareholders as against the debenture-holders and other creditors of the company. He did not, however, think that the alleged inequality was any justification for departing from the view which an ordinary man would take of these words. He thought the proper construction was rebate of interest.

Lopes, L.J., was of the same opinion. He thought that an ordinary man of business would understand the words in question to mean a repayment or rebate of 4 per cent. Discount at 4 per cent. could not mean the present value, and he was of opinion that a rebate of interest was intended.

Kay, L.J., said that he adopted what the learned judge in the court below said was the *primâ facie* meaning of these words. This was a document addressed to commercial men, and the meaning ought to be what a commercial man would understand by it. The learned judge had held that the intention of the arrangement was that each shareholder should pay the present value, and that any other construction would create inequality. But discount at 4 per cent. could not be the present value having regard to the ordinary rates of interest obtained. He thought that the real meaning was rebate of interest, and that the reason which the learned judge gave for not adopting this meaning did not exist. Appeal allowed.—Counsel, *R. Younger*; *Kirby*. Solicitors, *Ross & Johnson*; *Ashurst, Morris, Crisp, & Co.*

[Reported by J. I. Stirling, Barrister-at-Law.]

High Court—Queen's Bench Division.

CAIN v. MOON—5th May.

Donatio Mortis Causa—Delivery Antecedent to Date of Gift.

This was an appeal by the plaintiff from a judgment of his Honour Judge Bristowe, sitting at the Southwark County Court. The action was brought by the plaintiff as administrator of his deceased wife to recover from the defendant, the mother of the deceased, a deposit note for £50 standing in the name of the deceased at the London and County Bank. The defence set up was that the deceased gave the defendant the deposit note as a *donatio mortis causâ*, and as an alternative that the deceased in her lifetime made a valid and equitable assignment to the defendant of the note by way of recompense for past services rendered to her by the defendant in nursing her during illness and for future maintenance and services. The evidence at the trial was to the following effect. In January, 1890, the plaintiff gave the deceased £50, which she put on deposit with the London and County Bank. She kept the deposit note with her jewellery in a small cashbox under her own lock and key. At

the end of June, 1893, the defendant visited the deceased, when the latter handed the note to her, saying that it was for herself for past kindness to her during a recent illness, adding that she felt sure she would have to come home to the defendant as she was sure that if she got ill her husband would not keep her or allow her any money. The defendant kept possession of the note ever since then. The plaintiff's relationship with his wife was very strained. In September, 1895, during the deceased's last illness, the defendant visited her, and on the 30th of that month the deceased, who had frequently referred to the note, said to her, "Everything I possess and the banknote is for you if I should die." She said she did not think she could live. She died on the 5th of October, 1895. The defendant refused to give up the note, whereupon the plaintiff brought this action. The learned judge, in giving judgment, was of opinion that there was a good *donatio mortis causâ*. It was clear that the deposit note was handed to the defendant by the deceased in June, 1893, and that the note from that time forward was in the defendant's possession. He thought there was evidence that it was intended by the deceased to be held by the defendant as a provision for certain events that might happen. As to the *donatio mortis causâ* he was of opinion that the deceased was capable of understanding and did understand what she was doing, and that in doing so she was carrying out what had long been a settled intention in her own mind. The note was capable of being the subject of a *donatio mortis causâ* (*Duffin* v. *Duffin*, 44 Ch. D. 76), and he therefore gave judgment for the defendant with costs. The plaintiff appealed.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and WILLS, J.) dismissed the appeal.

Lord RUSSELL OF KILLOWEN, C.J.—In this case the plaintiff brought an action as administrator of his deceased wife to recover from the defendant a bank deposit note. The defendant, the mother of the deceased, refused to deliver up this note, alleging that the deceased had given it to her as a *donatio mortis causâ*, or in the alternative that there had been a gift *inter vivos*. It is perfectly clear that these cannot stand together. The learned county court judge came to the conclusion that there was an effective *donatio mortis causâ*. We have here to consider the question whether he was right in assuming the facts to be such as he stated them to be. It is admitted that this note might be effective as a *donatio mortis causâ*. To make such a gift effective three things are necessary. There must be an expectation of death, a delivery, and an intention on the part of the donor that it should revert to him in the event of his recovery. It is clear that if what took place during the deceased's last illness could be a good *donatio*, it was made in expectation of death. It is also clear there was a gift. Did the gift satisfy the conditions of a *donatio mortis causâ*? The evidence of the defendant is that down to the month of September, 1895, the deceased thought she had not parted with the deposit note altogether, that she frequently referred to it, and that the one prominent idea in her mind was that the note should be in safe keeping. Looking at the whole of the evidence it seems to me that the note was, in the first instance, given to the defendant for safe keeping, and not as a gift. Therefore I come to the same conclusion as the county court judge—namely, that there was not a perfect gift *inter vivos*. Then was there a *donatio mortis causâ*? There is no authority to the effect that an antecedent delivery is not good, and I see no reason why such a delivery should not stand. I therefore hold that the conditions necessary for a valid *donatio mortis causâ* existed, and the appeal must be dismissed.

WILLS, J.—I am of the same opinion. The question is whether a delivery before the date of the gift is sufficient to satisfy the condition as to *traditio*. It seems to me it is. There is no case on this point. We must therefore look at the case with common sense. I think there was sufficient delivery, and therefore the appeal must be dismissed. Appeal dismissed.—COUNSEL, *Hopkinson*, Q.C., and *Cecil Chapman*; *Astbury*, Q.C., and *J. C. Gordon*. SOLICITORS, *D. A. Tompkins*; *Seely & Son*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

BUTSON *v* DAVIES—5th May.

PRACTICE—CONTEMPT OF COURT—COMMITTAL—WHO MAY MOVE FOR ATTACHMENT.

This was a motion by the official solicitor on behalf of Mr. Butson to secure the committal of Mrs. M. A. Davies, the defendant, for contempt of court in disregarding an injunction granted by Lord Coleridge, C.J., and Mathew, J., on the 5th of June, 1888. The facts were these. In 1877 Mrs. Davies brought an action to recover two houses, which she supposed to be her property, situated in Kensington Park-road, then in the possession of Mr. Butson by virtue of an underlease granted to him for twenty-one years from the 8th of February, 1877. The court decided that she had no title. Mr. Butson then applied for an *interim* injunction, which was granted, restraining Mrs. Davies and her agents from further molesting him or his tenants; but Mrs. Davies disregarded this order and continued to demand rent from the tenants, and in 1886 again asserted her claim by legal proceedings. As a consequence in December, 1886, Mrs. Davies was imprisoned at Holloway for contempt of court, where she remained in custody until June, 1888, when the court decided that she should be discharged on terms (see *Re Davies* (21 Q. B. D. 236, 36 W. R. Dig. 9)). The order made by the court on that occasion directed "that the defendant, Maria Annie Davies, her servants and agents, be restrained until further order from distraining upon, or in any way during the residue of the said lease disturbing or interfering with, any of the plaintiff's lessees or tenants . . . or from committing any trespass or entry upon the premises or any part thereof." There was also a proviso "that if the defendant or her agents should be guilty of a further breach of the injunction the official solicitor should, upon the application of the plaintiff, take the necessary steps to bring the offenders before the court and to enforce the performance of that order." Mr. Butson thereupon assigned the houses to Mr. Candler under an express agreement that the injunction should be kept alive. The injunction was afterwards made a perpetual injunction for the residue of the term of the lease. The defendant continued to disregard the injunction, and two committal orders were made under it, the first on the 30th of October, 1889, for six months, and the second on the 25th of October, 1893, for three months. Counsel, in moving for the committal of the defendant, having stated the facts, argued that as the assignment by Butson to Candler was made under an express agreement that the parties should keep alive the injunction already granted during the residue of the lease Mr. Butson was the proper person to make the application to the official solicitor to bring the offender before the court. [POLLOCK, B.—When the injunction was granted Butson was in occupation of the premises, as the tenants had left from the annoyance caused them by Mrs. Davies, and therefore he had an interest in the granting of the injunction at that time. I fail to see what interest he has in the matter now; and if he has none, how can he prove the trespass, or if he does, what damages have or are likely to accrue to him?] It was immaterial to show that the person moving for the order would receive any direct benefit himself from the injunction being granted or damages if it were withheld. The person who was attached was not attached for his benefit, but for having committed a contempt of court. Any person who had access to the court might call the attention of the court to the fact that a contempt had been committed. Even if that contention could not be supported, he submitted that Mr. Butson, being the plaintiff in the old suit, had such "interest" as would enable him to bring the matter to the notice of the official solicitor. The order asked for was within the express object of the agreement under which the benefit granted to Butson by the injunction was to be kept alive during the residue of the lease. Take the case of the assignment of a patent. The assignee could require the assignor to take steps to enforce any protection order that had been granted him previous to the assignment. So, too, in the case of a debt, the assignee could claim the benefit of the assignor's right of action against the debtor. He submitted, further—although he admitted there was no direct authority for his proposition—that the assignee of an underlessee had as much right to have the benefit of an injunction granted to his assignor for the purpose of protecting the tenants under that lease as the assignee had in either of the cases stated above. The court, moreover, on two previous occasions, under precisely the same circumstances, had made an order similar to the one now asked for. Against the order being made, the defendant, who pleaded in person, denied that there had been a breach of the injunction, and contended that the plaintiff had "surrendered" and not "assigned" his interest in the property to Candler, and therefore, having no longer an interest in the property, a committal order could not be made on his application.

THE COURT (POLLOCK, B., and BRUCE, J.) held that there was ample evidence to shew that the defendant had committed a contempt of court, and made an order that she should be committed to prison for four months, unless, before the expiration of that term, it was shewn to the satisfaction of the court that the order was no longer necessary, when it would be discharged.—COUNSEL, *Herbert Chitty*; *The defendant in person*. SOLICITOR, *The Official Solicitor*.

[Reported by ESKRINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re WARD—C. A., No. 2, 8th May.

SOLICITOR AND CLIENT—TAXATION OF COSTS—SEVERAL BILLS—ORDER OF COURSE TO TAX ONE ONLY.

This was an appeal from an order of North, J., refusing to discharge an order of course for the taxation of a bill delivered by R. H. Ward, solicitor, to a client. Seven bills, amounting in all to £261 15s., had been delivered, and on the 31st of December, 1895, a balance of £101 15s. remained unpaid. At that date a further sum of £50 was paid on account, and on the 1st of January, 1896, Ward wrote to the client offering to accept that sum in full satisfaction of his claim. The client did not answer, but on the 27th of January obtained an order of course for the taxation of one only of the seven bills. The solicitor then moved before North, J., to discharge the order as irregular. North, J., refused the motion, and the solicitor appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said: I think that after that letter of the 1st of January there is nothing whatever in this application. There were several bills, and not one only, and there is no difficulty about the matter, except possibly the suggestion that the other bills might be taxed. But after that letter it is plain that no injustice at all is done by this common order to tax. I think North, J., was quite right in refusing the motion to discharge that order. The appeal must be dismissed.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Cordery*; *Beddall*. SOLICITORS, *R. H. Ward*; *G. B. Creed*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Re L. & C.—Ch. D., Kekewich, J., 8th May.

PRACTICE—SOLICITOR—COSTS—TAXATION—COMMON ORDER—ACCOUNTS—MONEYS RECEIVED IN DIFFERENT CAPACITIES.

Under a common order to tax a conveyancing bill, obtained by the client, the taxing master directed certain sums to be brought into the accounts furnished by the solicitors. It appeared that the client, who was a barrister, alleged that the solicitors had employed him as counsel in certain Bills before Parliament, and had received from the promoters

thereof moneys to discharge counsel's fees, which however they had not done. The taxing master directed the sums to be brought into the solicitors' account, and to be satisfied that they had not been paid; but the solicitors, whilst denying the receipt of the fees in question, objected to have the whole matter brought into this taxation, which was quite extraneous to the question. The solicitors moved to discharge the taxing master's order, and for a direction that the taxing master should proceed with the said taxation without having regard to this claim.

KEKEWICH, J.—The preliminary objection that the motion was irregular and that the practice of the court showed no precedent for such a motion was sustained; but his lordship overruled the objection, because when such a point as the present one arose it should not be held that there was no means of deciding it at once, but that the court was bound to let the whole taxation go on in order that at the end it might be brought up in due form in accordance with the rules. There were means, and possibly the motion did not adopt the technically correct form. But the question was one of substance, and ought to be decided and the objections overruled. Under the common order to tax, both bill of costs and cash account were brought in; and if the latter contained sums which ought not to be there they must be struck out, and those which ought to be there and were not ought to be added. But those sums only ought to be included having regard to the relation of solicitor and client, and should not introduce matters not connected therewith. Nor was the case of *Russel* v. *Buchanan* (9 Sim. 167) contrary to this view. Here the client was a member of the bar, and he said that the solicitor was once his professional client and delivered briefs to him, and that the solicitor was paid and was bound to bring this into account. It was obvious that the money was not received by the solicitor for this client as solicitor. He, in fact, filled different capacities. To introduce into the common order such accounts was departing from experience. Generally it was found convenient to bring in everything with a view to the settlement of all accounts between them, so that the ultimate resulting balance might be decided. The moneys were not always received by the solicitor merely in his capacity of solicitor. Here the money was received, not as solicitor, but as applicant's client. His lordship refused to make an order, but directed the registrar to initial directions to the taxing master that he ought not to include sums alleged to be received by the solicitor on behalf of the applicant as counsel's fees.—COUNSEL, *Warrington*, Q.C., and *G. Cave*; *P. O. Lawrence* and *Cababé*.

[Reported by F. T. DUKA, Barrister-at-Law.]

LAW SOCIETIES.

GENERAL COUNCIL OF THE BAR.

The following are extracts from a report issued by the council on certain sections of the Light Railways Bill, the Military Manœuvres Bill, the Benefices Bill, and the London Valuation and Assessment Bill.

After stating the provisions of the above-mentioned Bills to which the attention of the General Council of the Bar has been directed, the report proceeds to say: It is clear that these provisions are intended, or at any rate calculated, to prevent or restrict the employment of counsel in the several proceedings to which the Bills relate. It will be observed that the provisions differ considerably. By the Light Railways Bill the Board of Trade may possibly claim power to make rules refusing to parties to proceedings thereunder the right of appearing by counsel. By the Military Manœuvres Bill a similar power is given in a more objectionable form, the provision there being that "the Court of Arbitration shall not be bound to hear any counsel or solicitor." Section 8 of the Benefices Bill is not very clear. The persons to be heard are "the presentee and the person (if any) the presentee may select to assist him in the matter." This is certainly open to the construction that the presentee could not appear by counsel. But it seems open to doubt whether the inquiry under sub (1) is really a judicial inquiry or rather is not a mere private or preliminary inquiry; sub (2) giving an appeal against the decision in such an inquiry where the procedure would apparently be of the ordinary character. The proposal contained in the London Valuation Bill does not deny to any party the right of appearing by counsel, but it gives to the public bodies therein specified the right of being heard at sessions by their clerk or other duly appointed officer. The council are of opinion that the proposals under consideration, following upon the enactment to which they have just referred, are indications that the view has been adopted in influential quarters that the employment of counsel, in many classes of proceedings at any rate, is contrary to the public interest. The council fully recognise that there are cases, of which some of the proceedings contemplated by the Military Manœuvres Bill would be instances, in which it would not be right to restrict the right of audience to counsel or solicitors; and they also recognize that it may be proper in many cases to give to a tribunal full power to refuse to allow, as between party and party, the cost of appearing by counsel. But the council are of opinion that enactments like sec. 9, subs. 11, of the Local Government Act, 1894, which have the effect of prohibiting the parties, in proceedings of a judicial character and in cases where evidence has to be taken, from appearing by counsel, if they choose to do so, are prejudicial alike to the interests of the public and the bar. Any oppressiveness from the liability to pay costs which may result from the employment of counsel can always be prevented by giving to the tribunal a power of control over costs.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. Richard Pennington, J.P., in the chair. The other directors present were Messrs. W. F. Blandy (Reading), W. Beriah Brook, H. Morten Cotton, Grantham R. Dodd, Wm. Geare, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), John Hunter, J. H. Kays, F. Rowley Parker, Henry Roscoe, Sidney Smith, F. T. Woolbert, and J. T. Scott (secretary). A sum of £225 was distributed in grants of relief, and other general business transacted.

LEGAL NEWS.

OBITUARY.

The death is announced of MR. HORATIO NOBLE PYM, solicitor, of the firm of Tathams & Pym, of 3, Frederick's-place, Old Jewry, London. He died very suddenly on the 5th inst. from an affection of the heart. He was, says the *Times*, in many respects a very remarkable man. Brought up to the practice of the law, he had succeeded by his own unaided efforts in acquiring an extensive practice as a confidential solicitor, and his firm of Tathams & Pym, of which he was in reality the sole manager, was well known in the City. But it was not merely as a business man that Mr. Pym was known and valued by his friends. In his beautiful home at Brasted, near Sevenoaks, he had collected a wonderfully varied library of books, many of them in rare editions, and not a few made more valuable by the notes and illustrations which his extensive reading had enabled him to add to them. Here it was his delight to entertain his friends, amongst whom may be cited the late Robert Browning and Wilkie Collins, Mr. W. B. Richmond, R.A., Mr. James Payn, Mr. Andrew Lang, the late Mr. Corney Grain, and a host of others celebrated in one way or another. Mr. Pym possessed to perfection the art of the *raconteur*. To hear him tell a story was a liberal education in humour and gaiety. Himself a man of great cultivation and taste, he held in affection the great masters of English literature, reverencing in particular Charles Dickens and all that pertained to him. Not many years ago Mr. Pym published the memoirs of his relative Caroline Fox, a volume which was widely welcomed. He had also printed for private circulation amongst his friends "A Tour Round my Bookshelves" and "Half-Hours at Foxwold"—both of them instinct with the peculiar charm and geniality which made his companionship delightful to all who were associated with him.

APPOINTMENTS.

MR. JOSEPH BINNEY, solicitor, of Sheffield, has been appointed Registrar of the Sheffield County Court. Mr. Binney, who was admitted in 1883, is Clerk of the Peace for the borough.

MR. ANDREW GRAHAM MURRAY, Q.C., M.P., has been appointed Lord Advocate for Scotland.

MR. CHARLES SCOTT DICKSON, advocate, has been appointed Solicitor-General for Scotland.

MR. HUNGERFORD TUDOR BODDAM, barrister, has been appointed a Judge of the High Court at Madras, in the place of Mr. George Arthur Parker, who has been permitted to retire.

MR. L. YATE LEE, barrister, has been appointed Judge of the County Courts of Cheshire, &c. (Circuit No. 9).

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JOSHUA SCHOLEFIELD and JAMES EYRE POPPLETON, solicitors (Scholefield & Poppleton), Pontefract and Hemsworth. May 2.

JOHN PICTON MEREDITH GEORGE and DAVID DAVIES, solicitors (George, Son, & Davies), Cardigan. April 25. The said David Davies will continue to carry on the said business.

[*Gazette*, May 12.

GENERAL.

The *Times* understands that, according to a custom which has prevailed for some years past, the judges will not sit on Wednesday, the 20th inst., the day fixed for the observance of her Majesty's birthday.

The brief offered to Sir Robert Reid, Q.C., M.P., by the Transvaal Government, to watch the Jameson trial on its behalf, has, says the Press Association, been returned by the learned gentleman.

The Parliamentary return of the General Election of 1895 shews that the number of candidates for the 670 seats was 1,181, whose total expenses amounted to £773,333, and in England the average cost per vote was in counties 4s. 11d., and in boroughs 2s. 10d.

The meeting of the House of Commons Standing Committee on Law which was to have been held on Tuesday last for the purpose of considering the Judicial Trustees Bill was postponed until Friday, when the committee will meet at 11.45.

In the Edinburgh Court of Session on the 12th inst. a letter from the Queen was read appointing Sir Charles Pearson to the Bench as Lord Pearson. His lordship subsequently took the oath of office and received the congratulations of the Bench and Bar.

The May Sessions at the Central Criminal Court will begin on Monday next. Sir Henry Hawkins will be the presiding judge, and, in conse-

quence of the heavy nature of the calendar, he is expected to attend at the Old Bailey either on Monday afternoon or Tuesday morning, instead of Wednesday, as is usual.

It is stated that a meeting of the judges of the Queen's Bench Division has been held to consider a communication on the subject of the Commercial Court received from the president of the Incorporated Law Society and signed by a number of solicitors. The communication, it is believed, states that any change is at present undesirable.

The secretary of the General Council of the Bar has arranged with the authorities at the Judicial Committee of the Privy Council Office to have the daily list of appeals sent to the office of the Council of the Bar at 2, Hare-court, Temple, where they can now be seen every evening. Arrangements are also being made for the list of House of Lords appeals to be sent to the same office shortly.

The Trinity College, Dublin, Dining Club held their annual dinner on the 7th of May, having secured for their chairman the Lord Chief Justice of England, who is a member of the club. Amongst the other members present were Sir Spencer Wells, Bart., Sir Robert Ball, F.R.S., E. H. Carson, Q.C., M.P., R. O. B. Lane, Q.C., E. Macrory, Q.C., and the following barristers: R. W. Andrews, W. F. Barry, Lynden Bell, G. V. Benson, M. J. Blake, T. H. Carson, H. H. Lawless, Trevor White, and R. Ringwood (hon. sec.). The guests included Sir William MacCormac, F.R.C.S., Jonathan Hutchinson, F.R.S., and Mr. Malcolm, M.P.

On the 11th inst. in the House of Commons Sir H. Fowler asked the Chancellor of the Exchequer whether he had arrived at a decision as to the application of the council of the Incorporated Law Society in respect of the increase of duties which had been imposed on them by recent legislation. The Chancellor of the Exchequer said: The application referred to is one for the grant to the Incorporated Law Society of a small portion of the revenue derived from the solicitor's duty in order to defray the increasing cost of the statutory duties imposed on the society in cases of misconduct by members of the profession. There are some difficulties connected with the matter, but I think the request is reasonable, and I hope to have a clause in Committee on the Finance Bill in order to deal with it.

The following commission days have been fixed for the ensuing Summer Assizes—viz.: Oxford Circuit (Hawkins and Collins, JJ.)—Reading, Tuesday, June 16; Oxford, Saturday, June 20; Worcester, Wednesday, June 24; Gloucester, Monday, June 29; Monmouth, Monday, July 6; Hereford, Saturday, July 11; Shrewsbury, Tuesday, July 14; Stafford, Tuesday, July 21; Birmingham, Tuesday, July 28. Hawkins, J., proceeds on circuit alone until Stafford is reached, when Collins, J., joins the circuit, and afterwards goes to Birmingham, where he joins Wills, J., while Hawkins, J., returns to town. Midland Circuit (Wills and Grantham, JJ.)—Aylesbury, Tuesday, June 16; Bedford, Saturday, June 20; Northampton, Wednesday, June 24; Leicester, Monday, June 29; Oakham and Lincoln, Saturday, July 4; Derby, Friday, July 10; Nottingham, Friday, July 17; Warwick, Wednesday, July 22; Birmingham, Tuesday, July 28. Grantham, J., goes on circuit alone until Warwick is reached, when Wills, J., joins the circuit, and afterwards proceeds to Birmingham. Should two judges be required at Nottingham, Wills, J., will join at that place.

On the 8th inst. James Douglas Nightingale was charged at a London police-court, at the instance of the Incorporated Law Society, with having falsely pretended to be a solicitor. Mr. Humphreys appeared for the society. It seemed that Mrs. Lynes, the wife of a tobacconist in Walworth, was alleged to be indebted to Miss Kingdon, a dressmaker, and that the defendant, who was Miss Kingdon's brother-in-law, wrote to her husband asking for the amount. Mr. Lynes took no notice of the letter, and the defendant wrote again, stating that unless he received the money before a certain day he should have no alternative but to take the necessary steps to recover it. Mr. Lynes, thinking the communication came from a solicitor, sent it to his own lawyer, who communicated with the Incorporated Law Society, with the result that the present proceedings were taken. The defendant said it was ridiculous to allege that he had posed as a solicitor. His wife and sister were dressmakers, and Mrs. Lynes, who was a customer, knew them both intimately and was perfectly well aware of the relationship with him and that he was not a solicitor. It would be preposterous if people seeking to obtain payment of a debt were not to be allowed to state that, failing payment, steps would be taken to recover it. The Lord Mayor said that both Mr. Lyons and his solicitor were under the impression that it was a lawyer's letter, and, although he did not think much of the case, he should fine him 10s. and 3s. costs.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, May 18	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday 19	Ward	Clowes	Godfrey
Wednesday 20	Pemberton	Jackson	Leach
Thursday 21	Ward	Clowes	Godfrey
Friday 22	Pemberton	Jackson	Leach

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, May 18	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday 19	Rolt	Lavie	Pugh
Wednesday 20	Farmer	Carrington	Beal
Thursday 21	Rolt	Lavie	Pugh
Friday 22	Farmer	Carrington	Beal

The Whitsun Vacation will commence on Saturday, the 23rd day of May, and terminate on Tuesday, the 26th day of May, 1896, both days inclusive.

WINDING UP NOTICES.

London Gazette—FRIDAY, May 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEACONSFIELD DIAMOND MINING CO, LIMITED—Petn for winding up, presented May 4, directed to be heard on May 20. Thomson & Co, 2 & 3, West st, Finsbury circus, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 19

"BUCKHURST" SHIP CO, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and particulars of their debts or claims, to Ernest Harrison Forwood, 3, Crosby sq

CARMEN ALTO MINING CO, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts or claims, to Mr. William S. Ogle, 90, Cannon st. McKenna & Co, 17 and 18, Basinghall st, solors to liquidator

DANIEL MARSHALL, LIMITED—Creditors are required, on or before June 6, to send their names and addresses, and particulars of their debts or claims, to James Lakeman, 5, St. Peter's alley, Cornhill

HADFIELDS TURKISH BATHS CO, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and particulars of their debts or claims, to Job Nightingale Derbyshire, Swann's bldgs, Wheeler gate, Nottingham

"IMBERHORNE" SHIP CO, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and particulars of their debts or claims, to Ernest Harrison Forwood, 3, Crosby sq

LYNDHURST SHIP CO, LIMITED—Petn for winding up, presented May 5, directed to be heard on May 20. Travers & Co, 4, Throgmorton avenue, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 19

NOTTINGHAM PLEASURE STEAM PACKET CO, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and particulars of their debts or claims, to Job Nightingale Derbyshire, Swann's bldgs, Wheeler gate, Nottingham

RAMSBOTTOM PAPER MILL CO, LIMITED (INCORPORATED IN 1872)—Creditors are required, on or before June 20, to send their names and addresses, and particulars of their debts or claims, to Martin Luther Walkden, 10, Norfolk st, Manchester. Grundy & Co, solors to liquidator

THISTLE REEF GOLD MINING CO, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and particulars of their debts and claims, to J. C. Bolton and Alfred H. Oxenford, 140, Leadenhall st. Snell, solor, 1 and 2, George st, Mansion House

London Gazette.—TUESDAY, May 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALMERIA IRON ORE CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to William Barclay Peat, 3, Lothbury. Abrahams & Co, 8, Old Jewry, solors to liquidator

EAST SURREY IRON WORKS, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and particulars of their debts or claims, to Edward William Redman, 200, The Grove, Kensington

NATIONAL PROVIDENT SUPPLY ASSOCIATION, LIMITED—All persons having any claim are required to send, on or before May 25, particulars of such claim, to Arthur E. Green, 17, Coleman st

THOMAS C. STERDMAN, LIMITED—Creditors are required, on or before June 27, to send their names and addresses, and particulars of their debts or claims, to Walter Scott, Cogan House, Hull. Barker & Mayfield, Hull, solors for liquidator

TRANSVAAL GOLD EXPLORATION AND LAND CO, LIMITED—Creditors are required, on or before Sept 8, to send their names and addresses, and particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st. Monday, Oct 26, at 2.15, is appointed for hearing and adjudicating upon the debts and claims. Freshfields & Williams, 5, Bank bldgs, solors for liquidator

WELLINGTON DYEING AND FINISHING CO, LIMITED—Creditors are required, on or before Wednesday, June 24, to send their names and addresses, and particulars of their debts or claims, to Mr. James Clough Wright, Market st, Bradford. Killick & Co, Bradford, solors for liquidator

WIGAN AND DISTRICT STEAM LAUNDRY, LIMITED—Creditors are required, on or before Saturday, June 6, to send their names and addresses, and particulars of their debts or claims, to Mr. George Brown, 8, Exchange st, Manchester

FRIENDLY SOCIETIES DISSOLVED.

LIVERPOOL DRUIDS FUNERAL FUND NO. 2 DISTRICT FRIENDLY SOCIETY, Camden Hall, Camden st, Liverpool. May 6

QUEEN'S SOAP WORKS TONTINE SOCIETY, 49, Blundell st, Liverpool. May 6

ST. PATRICK'S FRIENDLY SOCIETY, Greyhound Inn, Dudley st, Wednesbury, Staffs. May 6

WIRKSWORTH DISTRICT WIDOW AND ORPHANS' FUND, ODD FELLOWS FRIENDLY SOCIETY, High st, Bonsall, Derby. May 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 28.

BULLOCK-BARKER, WILLIAM GEORGE BENJAMIN, Shipdham Hall, Norfolk, Esq. Gurney & Co v Haggard, Chitty, J. Cadge, Loddon, nr Norwich

FRITH, HARRY JAMES, Westminster bridge rd. May 30. Newton v Rolfe, Kekewich, J. Bolton & Co, Temple gdns, Temple

London Gazette.—FRIDAY, May 1.

DONINGTON, Right Hon. CHARLES FREDERICK, Baron, Donington Park, Leicester. June 6. Campbell v Duke of Norfolk, Kekewich, J. Lake & Lake, New sq, Lincoln's inn

SMYTH, ROBERT, Westbourne, Southampton, retired Lieut.-Col. June 1. Smyth v Thomson, Kekewich, J. Smythe, Bournemouth

London Gazette.—TUESDAY, May 5.

MAJENDIE, LEWIS ASHURST, Headingham Castle, Essex, Esq. June 1. Henley v Majendie, Kekewich, J. Lake & Lake, New sq, Lincoln's inn

PETERS, WILLIAM, Horsham, Sussex. June 2. Holland v Lyon, Chitty, J. Powell & Skues, Essex st, Strand

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 1.

BATEMAN, GEORGE, Chiswick June 1 Leathley & Willes, Lincoln's inn fields

BIGGERSTAFF, JOHN, West Smithfield, Banker May 31 Reynolds, West Smithfield

BROWNLOW, LUCY, Alphington, Exeter May 28 Spottiswoode, Craven st

CRABTREE, ANN, Sheffield April 25 Taylor & Co, Sheffield

DALLEY, GEORGE, Plymouth May 31 Gush & Co, Finsbury circus

DEXTER, STEPHEN, Sherwood, Notts, Farmer Aug 1 Truman, Nottingham

DODD, CHARLES JOHN, Uckfield, Sussex, Esq June 24 Watson, Lincoln's inn fields

EDWARDS, ELIZABETH, Bath May 30 Wilson, Bath

EMMOTT, ELIZABETH, Disley, Chester June 1 Thistlethwaite, Manchester

FIELDING, JAMES ROBERT, Surgeon, Derby June 1 Christian, Alfreton

GRANT, Dame HENRIETTA ISABELLA PHILIPPA CHICHELE, Chiswick May 28 Wynne & Co, New court, Lincoln's inn

HOLMES, PETER FURNISS, Sheffield, File Manager June 1 Taylor & Co, Sheffield

HORNE, ELIZABETH, Liverpool June 1 Toulmin & Co, Liverpool

JANSEN, JOHN JOSEPH, Finsbury Park June 24 Boulton & Co, Northampton sq

JONES, CHARLES WRIGHT, South Mims, nr Barnet, Innkeeper June 24 Osborn Boyes, Barnet, Herts

LEWIS, THOMAS, Falmouth July 1 Jenkins, Falmouth

LIGHTBOUND, THOMAS, Ormskirk, Miller June 27 Weld & Thomson, Liverpool

LYCETT, Sir FRANCIS, Highbury grove May 31 Ingle & Co, Threadneedle st

LYCETT, Dame EMILY SARAH AMELIA, Cambridge gt, Regents Park May 31 Ingle & Co, Threadneedle st

LYWOOD, MARY ANN, Headland, Downton, Wilts June 16 Powning, Salisbury

MCGREGOR, JAMES, East India avenue June 20 Hollams & Co, Mincing lane

MEDLOCK, WILLIAM, Bedford sq June 6 Thomsons & Co, Cornhill

METAXA, LOUISA ELIZABETH, Countess, Richmond June 10 White, Putney

MIRFIN, EMMA, Handsworth Woodhouse June 1 Taylor & Co, Sheffield

MOWLE, THOMAS RALPHS, Deal June 2 Brown & Brown, Deal

MURRAY-CARSON, FANNY ELIZABETH, Canterbury June 24 Long & Gardiner, Lincoln's inn fields

OXLEY, Rev JOHN SWABY, Scarborough June 1 Birdsall & Cross, Scarborough

RABAN, JAMES, Bedford, Miller June 1 Jessopp & Son, Bedford

RICHARDS, WILLIAM, Maidenhead, Berks June 10 Allen & Son, Carlisle

SECKER, Rev THOMAS JACKSON, Binley, Coventry June 30 Ashton & Woods, Warrington

SENIOR, ISABELLA, Sheffield June 27 Burdekin & Co, Sheffield

SLIGHT, JAMES ARCHIBALD, Heaton, Newcastle upon Tyne, Leather Merchant June 1 Ward, Newcastle upon Tyne

SMITH, MORGAN, Aberdare June 8 Jones, Mountain Ash

SUMMERFIELD, JOHN, Snelson, Chester, Farmer June 1 Symonds, Cambridge

TOWLER, WILLIAM, Cambridge June 13 Burrows, Cambridge

VINCENT, GEORGE, Ashbocking, Suffolk May 31 Steward & Rouse, Ipswich

WALL, JOHN, Central Meat Market May 15 Sheehy, Coleman st

WILKIN, THOMAS HOGARTH, Liverpool, Provision Merchant June 9 White, Liverpool

YOUNG, THOMAS, Kendal, Westmrld, Draper May 20 Watson & Chorley, Kendal

London Gazette.—TUESDAY, May 5.

BIRD, JAMES, Lichfield June 1 Russell, Lichfield

BLACKADY, WILLIAM HENRY, Kingsland, Wheelwright June 15 Sewell & Co, Old Broad st

BOTTERILL, JOSEPH, York, Hair Dresser May 12 Brown & Elmhirst, York

DAVIS, EDWIN, Plymouth June 13 Gidley & Son, Plymouth

DEXTER, STEPHEN, Sherwood, Notts, Farmer Aug 1 Truman, Nottingham

DOWELL, MARY, Fakenham, Norfolk June 6 Carr, High Holborn

DOWELL, Rev EDWARD WILLIAM, Fakenham, Norfolk June 7 Carr, High Holborn

FLETCHER, JOHN, Winterton, Lincs June 30 Goy & Cross, Barton on Humber

FOWLER, PHILIP HENRY, Greenheys, Manchester June 3 Powell, Manchester

HASKINS, WILLIAM, Crickhowell, Brecon July 8 Bythway & Son, Pontypool

HAYNES, JOSEPH, Salisbury, Wilts, Solicitor June 30 Haynes & Claremont, Bloomsbury square

HENNINGS, CECILIA, Birkdale, Southport June 2 J & E Whitworth, Manchester

HOLDSWORTH, MARY, Birstall, York May 31 Scholefield & Co, Batley

HUGHES, AGNES ANN, Gipsy Hill, Surrey June 1 G S & H Brandon, Essex st, Strand

INCLEDON, FREDERICK JOHN, Falmouth, Cornwall May 30 Marrack & Co, Truro

INCLEDON, GEORGE WILLIAM ROBKE, Falmouth, Cornwall May 30 Marrack & Co Truro

JENKINS, DAVID JAMES, Flemingstone Court, Glamorgan June 1 Lewis & Jones, Merthyr Tydfil

KERNE, ELIZA MARY, Albany st, Regent's Park June 4 Riddell & Co, John st, Bedford row

LORD, MARY, Todmorden June 30 Eastwoods & Sutcliffes, Todmorden

LUCAS, EDWARD, Harpton, Radnor, Gardener May 30 Temple & Philpin, Kington, Herefords

MAUGHAM, THOMAS, West Hartlepool June 6 Edger, Hartlepool

MEDLAND, CHARLES BRANDON, Clapham, Surrey June 30 G R Browne & Co, Church st

MILLES, Hon HERBERT FREDERICK, Officer, Sialkot, India July 1 Kingsford & Co, Canterbury

MORLEY, ELIZA, Greasbrough, nr Rotherham June 20 Oxley & Coward, Rotherham

MAUL, Rev RICHARD GRAHAM, Hopesay, Salop June 24 Bailey & White, Winchester

PENDLETON, SAMUEL, Derby June 24 Stanton & Walker, Chesterfield

PETERS, CHARLES HENRY, Brighton May 31 Stockton & Sons, Ranbury

RADCLIFFE, SQUIRE, Halifax, Woollen Finisher June 1 Ingram & Huntriss, Halifax

ROBERTS, WILLIAM, Virginia Water, Surrey June 15 Coote & Ball, Cursitor st

SAMUDA, CHARLES JOSEPH, Dartmouth Park rd, Highgate rd July 1 Rooke & Sons, Lincoln's inn fields

STENT, WILLIAM, Westbourne, Sussex, Licensed Victualler June 5 Webb, Portsea

TODD, GEORGE WINSLOW, Ipswich, Butcher June 1 Josselyn & Sons, Ipswich

WALKER, SARAH, Aston, Warwickshire June 1 Chinn, Birmingham

WARD, WILLIAM PERCY BURNELL, Reigate, Surrey, Captain June 3 Clarkson & Tooyey, Mark lane

WILLIAMS, RICHARD, Maidstone, Kent, Grocer May 30 Ellis, Maidstone

WILSON, CHARLES, Glendouran, Cheltenham, Esq Sept 1 Winterbothams & Gurney, Cheltenham

WILSONE, GEORGE HALDANE, Esq, Newhaven, Sussex June 8 Bedford, Newhaven

WOOD, ISAAC, Ynysybwl, Glam, Builder June 1 Lewis & Jones, Merthyr Tydfil

DE LA WYCHE, PETER, Levenshulme, Lancs, Rate Collector June 5 Ogden Hardicker, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 8.

RECEIVING ORDERS.

AINSWORTH, SAMUEL, Claverley, Salop, Farmer Madeley Pet April 15 Ord May 5

AINSWORTH, WILLIAM NEWBOLD, Morley, Yorks, Contractor Dewsbury Pet May 5 Ord May 5

ARROWSMITH, ARTHUR, Liverpool, Ironfounder Liverpool Pet May 5 Ord May 5

BENTLEY, ROBERT, Scarborough Scarborough Pet May 4 Ord May 4

BETTAM, RICHARD, Carlisle, Boot Dealer Carlisle Pet April 27 Ord May 4

BLAND, ROBERT, Darlington, Hatter Stockton on Tees Pet May 5 Ord May 5

BRYANS, GEORGE, Sneinton, Notts Nottingham Pet April 18 Ord May 4

BURNS, I, Norwich, Fruit Merchant Norwich Pet April 24 Ord May 6

CORNER, EDWARD, Bow, E. Flour Factor High Court Pet May 5 Ord May 5

CUDE, WALTER, Cardiff, Baker Cardiff Pet May 5 Ord May 5

DENNELL, JAMES, Leeds Leeds Pet May 6 Ord May 6

DENDALE, JOHN, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet May 6 Ord May 6

DRIVER, CHARLES, Stretford, Manchester, Accountant Manchester Pet May 5 Ord May 5

ESSENHIGH, HENRY STREETER, Warrington, Mason Warrington Pet May 5 Ord May 5

EVANS, JOHN ROBERT, Llanberis, General Butcher Bangor Pet May 6 Ord May 6

EVANS, THOMAS HENRY, Northam, Southampton, Baker Pet May 5 Ord May 5

FRIEDENTHAL, HARRIS, Kingston upon Hull Kingston upon Hull Pet May 5 Ord May 5

GIBSON, W WALTER ST GEORGE, Kidderminster, Surgeon Kidderminster Pet April 20 Ord May 4

GOODMAN, WILLIAM, Anlaby, Yorks, Cartman Kingston upon Hull Pet May 2 Ord May 4

GREEN, JAMES, Chelmsford, Essex, Carter Chelmsford Pet May 1 Ord May 1

GREENER, ANNIE COLON, Newport, Newport, Mon Pet May 6 Ord May 6

HIGGINSON, JAMES, Tenbury, Worcs, General Dealer Kidderminster Pet April 18 Ord May 4

HOLMES, JOHN EDWARD, Penrith, Commercial Traveller Carlisle Pet May 4 Ord May 4

HUNT, FREDERICK, Earl Stonham, Suffolk, Grocer Bury St Edmunds Pet May 6 Ord May 5

JACKSON, WILLIAMSON, Bradford, Yorks, Grocer Bradford Pet May 5 Ord May 5

LEVY, JOHN, Whitechapel rd, Printer High Court Pet May 6 Ord May 6

LEWIS, THOMAS, Caerleon, Haulier Newport, Mon Pet May 6 Ord May 6

LYNDEN, WILLIAM ARTHUR, Plymouth, Tobacconist Plymouth Pet May 5 Ord May

MARTIN, SIDNEY JOSEPH, Somersets, Farmer Yeovil Pet May 4 Ord May 4

MAUDE, FRANCIS C, Windsor Castle, Berks Windsor Pet April 11 Ord May 2

MCDONALD, WILLIAM, Gloucester, Tailor Gloucester Pet May 5 Ord May 5

MORLEY, SAMUEL NORTHORPE, Scarborough Scarborough Pet May 4 Ord May 4

NATHAN, EDWARD, Finsbury pvmnt, Cigar Importer High Court Pet Jan 30 Ord May 6

PAWLEY, RICHARD, Plymouth, Builder Plymouth Pet May 4 Ord May 4

PAXTON, JOSEPH, Staffordshire, Bricklayer Walsall Pet May 4 Ord May 4

POULETT, The Rt Hon WILLIAM HENRY, Earl, Queen's gt, High Court Pet April 9 Ord May 6

ROBSON, MATTHEW, and ELEANOR SCOTT ROBSON, Gateshead, Drapers Newcastle on Tyne Pet May 4 Ord May 4

SHEARING, ALFRED JAMES, Lee, Kent, Wheelwright Greenwich Pet April 14 Ord May 5

SMART, WILLIAM, Leicester, Working Jeweller Leicester Pet May 2 Ord May 2

STEWART, DAVID, Bradford, Yorks Bradford Pet May 4 Ord May 4

STOREY, HENRY, Sunderland, Bank Manager Sunderland Pet April 15 Ord May 5

TAYLOR, HENRY, Cambridge, Machinist Peterborough Pet May 5 Ord May 5

TAYLOR, WATSON, Skirwith, Cumberland, Carpet Weaver Carlisle Pet May 4 Ord May 4

WATSON, GEORGE SQUIRES, Longstowe, Cambridge, Innkeeper Cambridge Pet May 5 Ord May 5

WILLIMONT, JOHN, Plymouth, Schoolmaster Plymouth Pet May 5 Ord May 5

FIRST MEETINGS.

APLIN, GEORGE, Cardiff, Coal Merchant May 19 at 11 Off Rec, 29, Queen st, Cardiff

BATTRUM, WILLIAM, Kensal Green, Builder May 15 at 12 Bankruptcy bldgs, Carey st

BENTLEY, ROBERT, Scarborough May 15 at 11 Off Rec, 74, Newborough st, Scarborough

BERRY, RICHARD, St Helens, Greengrocer May 19 at 12 Off Rec, 35, Victoria st, Liverpool

BLOCK, J E, Virginia Water May 19 at 3 Off Rec, Ogden chmbrs, Bridge st, Manchester

BLUETT, H N, Beckenham May 15 at 11 Bankruptcy bldgs, Carey st

BYLES, JAMES, Middlesborough May 20 at 3 Off Rec, 8, Albert rd, Middlesborough

BRADLEY, FREDERICK, Leeds, Commission Agent May 18 at 11 Off Rec, 22, Park row, Leeds

CLOW, PETER, Rugby, Engine Driver May 15 at 12 Off Rec, 17, Hertford st, Coventry

DIXON, ELIZABETH, Shrewsbury, Manufacturer May 18 at 2.30 Off Rec, 42, St John's hill, Shrewsbury

EDMONDSON, WILLIAM, Troutbeck, Westmrld, Farmer May 23 at 11.30 Grosvenor Hotel, Stramongate, Kendal

EDMUNDS, JAMES CHARLES, Southampton, Builder May 15 at 3.15 Off Rec, 4, East st, Southampton

ESSENHIGH, HENRY STREETER, Warrington May 22 at 10.50 Court house, Upper Bank st, Warrington

EVANS, THOMAS HENRY, Northam, Southampton, Baker May 19 at 3.30 Off Rec, 4, East st, Southampton

FISCHEL, ERNEST WILLIAM, Gracechurch st, Merchant May 15 at 12 Bankruptcy bldgs, Carey st

GOODMAN, WILLIAM, Anlaby, Yorks, Cartman May 16 at 11.30 Off Rec, Trinity House lane, Hull

HANCOCK, WILLIAM JOSEPH, Salford, Machine Fitter May 19 at 3.30 Ogden's chmbrs, Bridge st, Manchester

HOLMES, WILLIAM, Sandhutton, nr Thirsk, Joiner May 13 at 11.30 Court house, Northallerton

HUSSELL, THOMAS, Port Talbot, Glam, Builder May 15 at 12 31, Alexandra rd, Swansea

JONES, SAMUEL EVANS, Newbridge, Mon, Grocer May 15 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

JONES, HENRY WILLIAM, Longton, Staffs, Engineman May 21 at 3.30 Off Rec, Newcastle under Lyme

KIRBY, HERBERT WILLIAM, Beverley, Yorks, Printer May 16 at 11 Off Rec, Trinity House lane, Hull

MASON, JOHN, Leeds, Cabinet Maker May 15 at 12 Off Rec, 22, Park row, Leeds

MAYERS, WILLIAM, Battersea, Builder May 18 at 11.30 24, Railway app, London Bridge

MCDONALD, WILLIAM, Gloucester, Tailor May 16 at 3 Bell Hotel, Gloucester

MORLEY, SAMUEL NORTHORPE, Scarborough May 15 at 12 Off Rec, 74, Newborough st, Scarborough

OLDHAM, EMILY KATE, Nottingham, Dressmaker May 15 at 11 Off Rec, St Peter's Church walk, Nottingham
PEARCE, WILLIAM, Newcastle under Lyme, Grocer May 21 at 4 Off Rec, Newcastle under Lyme
POWELL, EVAN, Crumlin, Mon May 15 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
RAW, JAMES, Darlington, Labourer May 20 at 3 Off Rec, 8, Albert rd, Middlesborough
RUDD, THOMAS, Earlestown, Lancs, Fancy Dealer May 19 at 2.30 Ogden's chmbrs, Bridge st, Manchester
SHAW, JAMES BROWN, Godliman st, Paper Agent May 18 at 12 Bankruptcy bldgs, Carey st
THOMAS, JOHN, Mountain Ash, Glam, Grocer May 15 at 2 65, High st, Merthyr Tydfil
WATSON, GEORGE SQUIRES, Longstowe, Cambs, Innkeeper May 15 at 12 Off Rec, 5, Petty cury, Cambridge
WOODWELL, EDWARD HENRY CLARK, Lambeth May 15 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AINSWORTH, WILLIAM NEWBOLD, Morley, Yorks, Contractor Dewsbury Pet May 5 Ord May 5
ARROWSMITH, ARTHUR, Liverpool, Ironfounder, Liverpool Pet May 5 Ord May 6
BENTLEY, ROBERT, Scarborough Scarborough Pet May 4 Ord May 4
BLAND, ROBERT, Darlington, Hatter Stockton on Tees Pet May 5 Ord May 5
BRIGGS, RICHARD COKBURNE, New Broad st, Explosives Merchant High Court Pet March 21 Ord May 6
CARTWRIGHT, THOMAS, Kettering, Northampton Northampton Pet Feb 20 Ord May 4
CHRISTIAN, JAMES FUNNELL, Southampton row, Bloomsbury, Pen Manufacturer High Court Pet April 23 Ord May 5
CORNER, EDWARD, Bow, E, Flour Factor High Court Pet May 5 Ord May 5
CROMPTON, ELIZABETH, Southport Liverpool Pet March 28 Ord May 6
CUDE, WALTER, Cardiff, Baker Cardiff Pet May 4 Ord May 5
DENNELL, JAMES, Leeds Leeds Pet May 6 Ord May 6
DIXSDALE, JOHN, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet May 6 Ord May 6
DRIVER, CHARLES, Manchester, Accountant Manchester May 5 Ord May 5
EGERNHIGH, HENRY STREETER, Warrington Warrington Pet May 5 Ord May 5
EVANS, JOHN, Denbigh, Watchmaker Bangor Pet Oct 9, 1893 Ord April 27
EVANS, JOHN ROBERT, Llanberis, Butcher Bangor Pet May 6 Ord May 6
EVANS, THOMAS HENRY, Northam, Southampton, Baker Southampton Pet May 4 Ord May 5
EWINS, FREDERICK, Bedminster, Accountant Bristol Pet April 27 Ord May 6
FORGE, JOHN HENRY, Islington, Commission Agent High Court Pet April 10 Ord May 6
FRIEDENTHAL, HARRIS, Kingston upon Hull Kingston upon Hull Pet May 5 Ord May 5
GOODMAN, WILLIAM, Anlaby, Yorks, Cartman Kingston upon Hull Pet May 2 Ord May 4
GREEN, JAMES, Chelmsford, Carter Chelmsford Pet May 1 Ord May 1
GREENER, ANNIE COXON, Newport Newport, Mon Pet May 6 Ord May 6
HANCOCK, WILLIAM JOSEPH, Salford, Lancs, Machine Fitter Salford Pet May 2 Ord May 4
HOLMES, JOHN EDWARD, Penrith, Commercial Traveller Carlisle Pet May 4 Ord May 4
HUST, FREDERICK, Earl Stonham, Suffolk, Grocer Bury St Edmunds Pet May 5 Ord May 5
JACKSON, WILLIAMSON, Bradford, Yorks, Grocer Bradford Pet May 5 Ord May 5
LEVY, JOHN, Whitechapel rd, Printer High Court Pet May 6 Ord May 6
LEWIS, THOMAS, Caerleon, Mon, Haulier Newport, Mon Pet May 6 Ord May 6
LYNDEN, WILLIAM ARTHUR, Plymouth, Tobacconist Plymouth Pet May 4 Ord May 5
MORLEY, SAMUEL NORTHORPE, Scarborough Scarborough Pet May 4 Ord May 4
SHART, WILLIAM, Leicester Leicester Pet May 2 Ord May 2
TAYLOR, HENRY, Cambridge, Machinist Peterborough Pet May 4 Ord May 5
TAYLOR, WATSON, Skirwith, Cumbrid, Carpet Weaver Carlisle Pet May 4 Ord May 4
WADE, THEO, Regent st, Auctioneer High Court Pet March 4 Ord May 5
WATSON, GEORGE SQUIRES, Longstowe, Cambridge, Innkeeper Cambridge Pet May 5 Ord May 5
WILLMONT, JOHN, Plymouth, Schoolmaster Plymouth Pet May 5 Ord May 5

London Gazette.—TUESDAY, May 12.

RECEIVING ORDERS.

APPLEBY, ARTHUR JAMES, Garston, Lancs, Baker Liverpool Pet May 7 Ord May 8
BAKER, THOMAS, Brighton, Cowkeeper Brighton Ord May 8
BOSFIELD, JOHN GEORGE, Ashwell, Herts, Licensed Victualler Cambridge Pet May 9 Ord May 9
BOSSINGHAM, JAMES WILLIAM, Hundleby, Lincs, Wheelwright Lincoln Pet May 9 Ord May 9
BOSWORTH, GEORGE, Worcester, Fish Dealer Worcester Pet May 8 Ord May 8
BYWATER, GEORGE SALES, Leeds, Game Dealer Leeds Pet May 7 Ord May 7
CAMPBELL, CLIFFORD, Wigan, Comedian Leicester Pet May 8 Ord May 8
CATTELL, BENJAMIN, Winton, Hants, Licensed Victualler Poole Pet April 23 Ord May 8
CHAPMAN, ARTHUR, and EDWARD CHAPMAN, Limehouse, Engineers High Court Pet May 7 Ord May 7
CURRY, CHARLES A, Durham, Boot Dealer Durham Pet April 24 Ord May 7
DAY, CHRISTOPHER, Upper Norwood, Stationer Croydon Pet May 4 Ord May 4
BEESLEY, GEORGE HENRY, Bosham, Sussex, Poultry Breeder Brighton Pet May 9 Ord May 9
ELWORTHY, THOMAS, Weymouth, Baker Dorchester Pet May 8 Ord May 8
ENRIGHT, ROBERT ALFRED, Stoke Newington, Auctioneer Edmonton Pet March 17 Ord May 6
EVANS, DAVID, South Shields Newcastle on Tyne Pet May 7 Ord May 7
GATES, HENRY, Stafford, Insurance Agent Stafford Pet May 9 Ord May 9
GOODWIN, HERBERT, Long Sutton, Lincs, Wheelwright King's Lynn Pet May 7 Ord May 7
HARMAN, LEWIS, Silvertown, Baker High Court Pet May 8 Ord May 8
HAWKINS, ROBERT MORRIS, Goswell rd, Tailor High Court Pet April 30 Ord May 8
HIGGS, CHARLES, Kidderminster, Timber Merchant Kidderminster Pet April 17 Ord May 5
JACOB, SAMUEL, Willesden green, Clerk High Court Pet April 16 Ord May 8
JOHNSON, WILLIAM FREDERICK, Fulham High Court Pet May 7 Ord May 7
LLOYD, EMMA, Newtown, Mont, Coal Merchant Newtown Pet May 8 Ord May 8
LONGMAN, JOHN, Eastbourne, Milliner Eastbourne Pet May 7 Ord May 7
NICHOLAS, LLEWELLYN WILLIAM, Merthyr Tydfil, Colliery Engineer Merthyr Tydfil Pet May 9 Ord May 9
OLDERSHAW, WILLIAM (sen), and FRANCIS OLDERSHAW, Heanor, Derby, Builders Derby Pet May 6 Ord May 6
PLASKITT, SYDNEY, Louth, Lincs, Tailor Gt Grimsby Pet May 5 Ord May 5
READ, CHARLES WILLIAM, Nunton, Wilts, Farmer Salisbury Pet May 7 Ord May 7
REDPATH, HENRY, West Hartlepool, Blacksmith Sunderland Pet May 9 Ord May 9
RIMINGTON, FRED ALEXANDER, Leicester, Saddler Leicester Pet May 9 Ord May 9
ROBINSON, WILLIAM, Darlington, Boot Repairer Stockton on Tees Pet May 6 Ord May 6
SMITH, FRANK HERBERT, St Leonard's on Sea, Hairdresser Hastings Pet May 8 Ord May 8
SMITH, THOMAS, Dorset, Ironmonger Salisbury Pet April 21 Ord May 7
SMITH, ROBERT PRICE, Shepton Mallet, Glass Dealer Wells Pet May 7 Ord May 7
SUTHERLAND, ROBERT JAMES BURDISS, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet April 22 Ord May 9
TABITTELIN, JOHN BLUNT, Gt Grimsby, Blacksmith Gt Grimsby Pet May 7 Ord May 7
TOMLIN, WILLIAM, Paulton, Lancs, Baker Preston Pet May 9 Ord May 9
WEISE, CARL, Newcastle on Tyne, Merchant Newcastle on Tyne Pet May 9 Ord May 9
WHITTAKER, CHARLES, Nottingham, Engine Fitter Nottingham Pet May 9 Ord May 9
WILCOX, G, Bournemouth, Builder Poole Pet April 22 Ord May 8
WORDEN, JOSEPH, Blackpool Preston Pet May 8 Ord May 8

FIRST MEETINGS.

ALLEN, JOSIAH, Garforth, Yorks May 20 at 12 Off Rec, 22, Park row, Leeds
ANDERSON, THOMAS, Kendal, Plasterer May 23 at 11 Grosvenor Hotel, Stramongate, Kendal
BARNES, THOMAS, Brighton, Saddler May 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton
BETTAM, RICHARD, Carlisle, Boot Dealer May 22 at 2 Off Rec, 29, Lowther st, Carlisle
BLENCOWE, WILLIAM, Kidderminster Baker May 20 at 2.15 S Thursfield, solicitor, Kidderminster
BROMLEY, HOWARD, Handsworth May 20 at 11 23, Colmore row, Birmingham
BRYANS, GEORGE, Sneinton, Notts May 19 at 11 Off Rec, St Peter's Church walk, Nottingham
BURNS, J, Norwich, Fruit Merchant May 20 at 4 Off Rec, 8, King st, Norwich
CANNOT, G A, Bucklersbury May 19 at 12 Bankruptcy bldgs, Carey st
COLES, THOMAS, Neath May 20 at 2.15 Off Rec, 31, Alexandra, rd, Swansea
CORNER, EDWARD, Bow, Flour Factor May 19 at 2.30 Bankruptcy bldgs, Carey st
CROWDY, JAMES, Bayswater, Solicitor May 19 at 11 Bankruptcy bldgs, Carey st
DENNELL, JAMES, Leeds May 20 at 11 Off Rec, Park row, Leeds
FORD, W, Plaistow, Essex, Builder May 19 at 12 Bankruptcy bldgs, Carey st
FORGE, JOHN HENRY, Abchurch lane, Commission Agent May 19 at 2.30 Bankruptcy bldgs, Carey st
FRIEDENTHAL, HARRIS, Kingston upon Hull May 20 at 11 Off Rec, Trinity House lane, Hull
HIGGS, CHARLES, Kidderminster, Timber Merchant May 20 at 1.45 Lion Hotel, Kidderminster
HOLMES, JOHN EDWARD, Penrith, Commercial Traveller May 22 at 3 Off Rec, 29, Lowther st, Carlisle
IMBERT, JEAN, Crutched sriars, Wine Merchant May 19 at 11 Bankruptcy bldgs, Carey st
JACKSON, WILLIAMSON, Bradford, Yorks, Grocer May 19 at 11 Off Rec, 31, Manor row, Bradford
JAMES, WILLIAM, Wattstown, Glam, Collier May 19 at 12 65, High st, Merthyr Tydfil
JOHNSON, WILLIAM FREDERICK, Fulham May 22 at 12 Bankruptcy bldgs, Carey st
KIRK, TOM, Nottinghams, Commission Agent May 19 at 12 Off Rec, St Peter's Church walk, Nottingham
LANGE, FREDERICK RUDOLPH, and HERMANN OTTO LANGE, Liverpool, Furriers May 22 at 12 Off Rec, 35, Victoria st, Liverpool
LEVY, JOHN, Aldgate avenue, Printer May 19 at 11 Bankruptcy bldgs, Carey st
MARTIN, SIDNEY JOSEPH, Somerset, Farmer May 20 at 12 Three Choughs Hotel, Yeovil
MCKIE, JOHN CHRISTIAN, Oswestry, Salop, Auctioneer May 22 at 2.15 Queen's Hotel, Oswestry
MILES, CHRISTOPHER, Tonypandy, Glam, Confectioner May 19 at 3 65, High st, Merthyr Tydfil
NATHAN, EDWARD, Finsbury pvmnt, Cigar Importer May May 21 at 11 Bankruptcy bldgs, Carey st
OLDERSHAW, WILLIAM, the elder, and FRANCIS OLDERSHAW Heanor, Derby, Builders May 19 at 3 Off Rec, 40, St Mary's gate, Derby
PEERLESS, CHARLES MATTHEW, Brighton, Plumber May 19 at 3 Off Rec, 4, Pavilion bldgs, Brighton
POPE, JAMES, Exford, nr Taunton, Saddler May 19 at 1.15 King's Arms Hotel, Barnstaple
POULETT, the Rt Hon WILLIAM HENRY, Earl, Queen's gt May 21 at 12 Bankruptcy bldgs, Carey st
SCOTT, CHARLES, Barnet, Herts, Machine Agent May 19 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
SEBRIGHT, ARTHUR EDWARD SAUNDERS, Letcombe Bassett, Berks May 19 at 3 Bankruptcy Office, 1, St Aldates, Oxford
SHART, WILLIAM, Leicester, Working Jeweller May 19 at 12.30 Off Rec, 1, Berridge st, Leicester
SMITH, THOMAS, Shaftesbury, Dorset, Ironmonger May 19 at 1 Off Rec, Salisbury
SMYTHE, WILLIAM HENRY, North Kensington, Merchant May 21 at 12 Bankruptcy bldgs, Carey st
SNOWDEN, HENRY, Yorks, Grocer May 19 at 2 Off Rec Figtree ln, Sheffield
STEWART, DAVID, Bradford, Yorks May 20 at 11 Off Rec 31, Manor row, Bradford
STUBBS, WILLIAM, Northampton, Fish Salesman May 20 at 12.30 County Court bldgs, Northampton
TAYLOR, HENRY, Cambridge, Machinist May 22 at 11.30 Law Courts, New rd, Peterborough
TAYLOR, WATSON, Cumbrid, Carpet Weaver May 22 at 2.30 Off Rec, 29, Lowther st, Carlisle
WADE, THEO, Regent st, Auctioneer May 22 at 11 Bankruptcy bldgs, Carey st
WATKINS, DANIEL, Mountain Ash, Glam, Commission Agent May 20 at 2 65, High st, Merthyr Tydfil
WELCH, ERNEST CHARLES, Birmingham, Boot Dealer May 21 at 11 23, Colmore row, Birmingham
WOOLER, JOHN, and EDWARD PERCIVAL WOOLER, Dewsbury, Yorks, Corn Millers May 19 at 2.45 Off Rec, Bank chmbrs, Batley
WILLIAMS, EDWARD, and CHARLES EDWARD JOHN WILLIAMS, Stockwell rd, House Decorators May 22 at 2.30 Bankrupcy bldgs, Carey st

ADJUDICATIONS.

APPLEBY, ARTHUR JAMES, Garston, Lancs, Baker Liverpool Pet May 7 Ord May 8
BEESLEY, GEORGE HENRY, Bosham, Sussex, Poultry Breeder Brighton Pet May 8 Ord May 9
BENJAMIN, BENJAMIN, West Kensington High Court Pet Feb 1 Ord May 8
BOSSINGHAM, JAMES WILLIAM, Hundleby, Lincs, Wheelwright Lincoln Pet May 9 Ord May 9
BOSWORTH, GEORGE, Worcester, Fish Dealer Worcester Pet May 8 Ord May 8
BRYANS, GEORGE, Sneinton, Notts Nottingham Pet April 18 Ord May 9
BURNS, I, Norwich, Fruit Merchant Norwich Pet April 23 Ord May 8
BYWATER, GEORGE SALES, Leeds, Game Dealer Leeds Pet May 7 Ord May 7
CAMPBELL, CLIFFORD, Wigan, Comedian Leicester Pet May 7 Ord May 8
CATTELL, HARRY, Newport, Salop, Schoolmaster Stafford Pet April 24 Ord May 8
DOUGLAS, JOSEPH WILLIAM, Palmerston bldgs High Court Pet March 20 Ord May 8
DUNABESQ, JOHN, Torquay High Court Pet March 27 Ord May 8
ELWORTHY, THOMAS, Westham, Weymouth, Baker Dorchester Pet May 7 Ord May 8
FOX, JOHN ARTHUR, Whitehall pl High Court Pet March 17 Ord May 8
GATES, HENRY, Stafford, Insurance Agent Stafford Pe May 9 Ord May 9
GOODWIN, HERBERT, Long Sutton, Lincs, Wheelwright King's Lynn Pet May 7 Ord May 7
GOSS, WENTWORTH, Earl's ct grdns High Court Pe March 20 Ord May 8
IMBERT, JEAN, Crutchedfriars, Wine Merchant High Court Pet March 16 Ord May 7
NICHOLAS, LLEWELLYN WILLIAM, Merthyr Tydfil, Colliery Engineman Merthyr Tydfil Pet May 9 Ord May 9
OLDERSHAW, WILLIAM, the elder, and FRANCIS OLDERSHAW, Heanor, Derby, Builders Derby Pet May 5 Ord May 6
PLASKITT, SYDNEY, Louth, Lincs, Tailor Gt Grimsby Pet May 5 Ord May 5
PLATTER, S, Norton Folgate, Hardware Merchant High Court Pet April 17 Ord May 7
READ, CHARLES WILLIAM, Nunton, Wilts, Farmer Salisbury Pet May 7 Ord May 8
REDPATH, HENRY, West Hartlepool, Blacksmith Sunderland Pet May 9 Ord May 9
RIMINGTON, FRED ALEXANDER, Leicester, Saddler Leicester Pet May 9 Ord May 9
ROBINSON, WILLIAM, Darlington, Boot Repairer Stockton on Tees Pet May 6 Ord May 6
SCOTT, CHARLES, East Barnet, Herts, Machine Agent Barnet Pet May 1 Ord May 6
SMITH, ROBERT PRICE, Shepton Mallet, China Dealer Wells Pet May 6 Ord May 7
TABITTELIN, JOHN BLUNT, Gt Grimsby, Blacksmith Gt Grimsby Pet May 7 Ord May 7
TOGHILL, ALBERT, and WILLIAM HENRY WINDRATT, Tottenham court rd High Court Pet Feb 29 Ord May 7
TOMLIN, WILLIAM, Poulton, Lancs Preston Pet May 9 Ord May 9
WEISE, CARL, Newcastle on Tyne, Merchant Newcastle on Tyne Pet May 9 Ord May 9
WHITTAKER, CHARLES, Nottingham, Engine Fitter Nottingham Pet May 9 Ord May 9
WILSON, EDITH CHARLOTTE, Abbey rd, St John's Wood High Court Pet Feb 28 Ord May 7

WORDEN, JOSEPH, Blackpool Preston Pet May 8 Ord May 8

ADJUDICATION ANNULLED.

WINGROVE, RICHARD PAUL, Clifton gdns, Maida hill, Financial Agent High Court Adjud Aug 25, 1893 Annul May 7, 1896

SALES OF ENSUING WEEK.

May 18.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, 78 Freehold Houses, 10 with Shops, and 12 sets of Stables, at Notting-hill (see advertisement, May 9, p. 488

May 18.—Messrs. WEATHERALL & GREEN, at the Mart, at 1, Important Block of Offices known as Lonsdale Chambers, 27, Chancery-lane (see advertisement, May 2, p. 3).

May 18.—Mr. WILLIAM WHITELEY, at the Mart, at 2, Freehold Residence, "Edendale," Springfield Park, Acton, with stabling, &c. (see advertisement, May 2, p. 3).

May 18.—Messrs. DOWSETT, KNIGHT, & Co., at the Mart, at 2, Freehold Building Land known as the Rookery Estate at Sunbury-on-Thames (see advertisement April 25, page 3).

May 19.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart at 2, Freehold Ground-rents of £350, secured upon Warehouses in Fann-street and Fann-court, Aldersgate-street, with reversions (see advertisement May 9, page 488).

May 19.—Messrs. FOSTER, at the Mart, at 2 for 3, Leasehold Ground-rents of £226 secured upon properties at Paddington; also Reversion to one-seventh share of a Moiety in mortgage securities and stock valued at over £8,100, payable on death of a lady aged 68 (see advertisement May 9, page 488).

May 19.—Messrs. DRIVER & Co., at the Mart, at 2, Fee Farm Rents of £461 8s. 8d., secured on estates in Wilts and Somerset (see advertisement May 9, page 5).

May 19.—Messrs. FULLER, HORSEY, SONS, & CASSELL, at the Mart, at 12, Freehold Wharf Property on the Thames at Bermondsey Wall (see advertisement, this week. p. 5).

May 19.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, Freehold Farms at Bury St. Edmunds; Residence at Anerley, and also the Advowson of Shelland, near Stowmarket (see advertisement, April 18, p. 4).

May 20.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, Half of a Freehold King's Share in the New River Co.; also Investments in Crown Leases of 179 and 181, Regent-street (see advertisement, May 9, p. 488).

May 21.—Messrs. Farebrother, Ellis, Clark, & Co., at the Mart, at 2, the Ground Lease of about 90 years, with possession, of the choice Town House, &c., No. 36, Berkeley-square (see advertisement May 9, page 488).

May 21.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2, Reversions, Life Interests, Annuities, Life Policies, &c. (see advertisement this week, on back page).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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